

SERFF Tracking Number:	FRCS-125833046	State:	Arkansas
Filing Company:	The Independent Order of Foresters	State Tracking Number:	40366
Company Tracking Number:	5062		
TOI:	L09I Individual Life - Flexible Premium Adjustable Life	Sub-TOI:	L09I.001 Single Life
Product Name:	Foresters BIG Universal Life		
Project Name/Number:	FORESTERS/62/62		

## Filing at a Glance

Company: The Independent Order of Foresters

Product Name: Foresters BIG Universal Life      SERFF Tr Num: FRCS-125833046      State: ArkansasLH

TOI: L09I Individual Life - Flexible Premium      SERFF Status: Closed      State Tr Num: 40366

Adjustable Life

Sub-TOI: L09I.001 Single Life      Co Tr Num: 5062      State Status: Approved-Closed

Filing Type: Form      Co Status: None      Reviewer(s): Linda Bird

Authors: Exselsa Cartwright, Dave      Disposition Date: 10/08/2008

Fagerberg, Johnna Kemp

Date Submitted: 09/25/2008      Disposition Status: Approved

Implementation Date Requested: On Approval      Implementation Date:

State Filing Description:

## General Information

Project Name: FORESTERS/62

Project Number: 62

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: Approval is not required by the insurance laws of Canada where this Society is domiciled.

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 10/08/2008

State Status Changed: 10/08/2008

Corresponding Filing Tracking Number:

Filing Description:

Market Type: Individual

Group Market Size:

Group Market Type:

Deemer Date:

Our fee of \$50.00 has been sent by EFT on this same date.

The Company offers their assurances that the information required by Section 23-79-138 and the Guaranty Association notice required by Regulation 49 will be provided.

<i>SERFF Tracking Number:</i>	<i>FRCS-125833046</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Independent Order of Foresters</i>	<i>State Tracking Number:</i>	<i>40366</i>
<i>Company Tracking Number:</i>	<i>5062</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
	<i>Adjustable Life</i>		
<i>Product Name:</i>	<i>Foresters BIG Universal Life</i>		
<i>Project Name/Number:</i>	<i>FORESTERS/62/62</i>		

The enclosed forms are being filed by First Consulting and Administration, Inc. on behalf of The Independent Order of Foresters (Foresters).

No part of this filing contains any unusual or possibly controversial items from normal industry standards.

The forms are new and will not replace any forms previously approved by your Department.

Approval is not required by the insurance laws of Canada where this Society is domiciled.

The enclosed certificate is a participating Flexible Premium Universal Life Insurance certificate that provides life insurance coverage on the life of an insured person until death. It is not expected that dividends will be paid on this certificate. The product will be issued on a fully underwritten basis. The product is substantially the same as form UL-ARM-AR01-2008, approved on 05/19/2008 SERFF # FRCS-125632915 with the following exceptions:

- It is an age nearest birthday product (instead of age last birthday).
- Minor wording revisions to the No-Lapse Guarantees, Accumulation Amount Test and Surrender Charge provisions.
- Monthly Deductions are applicable to age 121 instead of 120.
- Product allows premiums to be paid to age 121 instead of 120.
- There is no longer a monthly administration deduction, so all references to it have been removed.
- Certificate data pages were revised to clarify certain wording, show appropriate riders and reflect new pricing and age extension on tables where required.
- The marketing name was changed.

The enclosed application product page will be used when applying for the certificate. This product page is used in conjunction with Foresters' base life insurance application form 770206 AR 01/08 which was approved on 02/20/2008. The base application is used for various life products offered by Foresters and includes the underwriting questions applicable to the certificate, general information regarding the applicant and owner, and the appropriate replacement questions and fraud warnings.

The entire application package, and potentially the individual component forms, will be available electronically to

<i>SERFF Tracking Number:</i>	<i>FRCS-125833046</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Independent Order of Foresters</i>	<i>State Tracking Number:</i>	<i>40366</i>
<i>Company Tracking Number:</i>	<i>5062</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
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<i>Product Name:</i>	<i>Foresters BIG Universal Life</i>		
<i>Project Name/Number:</i>	<i>FORESTERS/62/62</i>		

Foresters distribution groups on a secure website and as pre-printed orderable forms. The electronic versions of these forms may be downloaded, printed off and filled in by hand, or may be filled out electronically. This may occur in person with the applicant and/or via telephone interview. In all cases the 'hardcopy' of the completed form will be provided to the applicant for review and applicable signatures.

Depending on the method of generation and printing, the formatting and fonts may be slightly altered but all content will remain identical to the approved forms. The font size will never be less than required by your state.

The following riders are included herein and will be automatically provided with each certificate, subject to issue age restrictions, at no additional cost. These riders, once approved by your state, may also be made available on products submitted for state approval in the future.

UL-FHB-US01-2008: This Family Health Benefit Rider pays a benefit for the insured and their immediate family for qualified health situations that resulted, directly and independently of all other causes, from a catastrophic event. Benefits include a specified amount for qualified ambulance, hospital stay and emergency room costs. This form is substantially the same as form FHB-US01-2007, approved by your department on 06/15/2007 SERFF # ACTR-125187392 for use on Foresters term products. Slight wording modifications (highlighted within the form) have been made to allow the form to be attached to Universal Life products.

UL-CCADR-AR01-2008: This Common Carrier Accidental Death Rider provides an additional death benefit if the insured dies as a result of an accidental injury that occurs on a specified common carrier. This form is substantially the same as form CCADR-AR01-2007, approved by your department on 06/15/2007 SERFF # ACTR-125140655 for use on Foresters term products. Slight wording modifications (highlighted within the form) have been made to allow the form to be attached to Universal Life products.

- UL-DBER-US01-2008: This Death Benefit Enhancement Rider provides for an additional amount of death benefit if the insured's death occurs within 15 years from the issue date, up to a maximum attained age of 66.

In addition, the following rider is submitted for your approval:

- UL-WSP-AR01-2008: This Waiver of Specified Premium Rider provides that if the insured becomes totally disabled before the certificate anniversary on which the insured is 60 years old, the benefit amount will be paid by Foresters for

SERFF Tracking Number:	FRCS-125833046	State:	Arkansas
Filing Company:	The Independent Order of Foresters	State Tracking Number:	40366
Company Tracking Number:	5062		
TOI:	L09I Individual Life - Flexible Premium Adjustable Life	Sub-TOI:	L09I.001 Single Life
Product Name:	Foresters BIG Universal Life		
Project Name/Number:	FORESTERS/62/62		

as long as disability lasts, while the certificate is in effect.

The following previously approved riders will also be used with this product. Copies are attached for your information.

FORM NO/ Description/ Approval Date and filing number

UL-ADR-AR01-2008/ Accidental Death Rider (ADR)/ 05/19/2008 FRCS-125632915

UL-CTR-US01-2008/ Children's Term Rider (CTR)/ 05/09/2008 FRCS-125632915

UL-DIR-AR01-2008/ Disability Income Rider (Accident Only) (DIR)/ 05/09/2008 FRCS-125632915

The 'age' references in the actuarial memoranda for the Accidental Death Benefit and Children's Term Rider were amended to make it clear that any referenced ages refer to the 'age nearest birthday' or 'age last birthday' used by the base product to which the riders are attached. Copies of these actuarial memoranda are enclosed for your information.

Supplemental coverage application forms, if any, to be used with these riders were approved with the base application noted above.

This certificate will be marketed with a sales illustration. It will be marketed to individuals by licensed independent agents. Sales are targeted to middle income individuals age 40-55.

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

If you have any questions or need additional information, please call toll-free 1-800-927-2730. Thank you for your assistance.

## Company and Contact

### Filing Contact Information

(This filing was made by a third party - FC01)

Exselsa Cartwright, Compliance Specialist

1020 Central

Kansas City, MO 64105

exselsa.cartwright@firstconsulting.com

(800) 927-2730 [Phone]

(816) 391-2755[FAX]

<i>SERFF Tracking Number:</i>	<i>FRCS-125833046</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Independent Order of Foresters</i>	<i>State Tracking Number:</i>	<i>40366</i>
<i>Company Tracking Number:</i>	<i>5062</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
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<i>Product Name:</i>	<i>Foresters BIG Universal Life</i>		
<i>Project Name/Number:</i>	<i>FORESTERS/62/62</i>		

**Filing Company Information**

The Independent Order of Foresters	CoCode: 58068	State of Domicile: New York
789 Don Mills Rd.	Group Code:	Company Type:
Toronto, ON M3C IT9	Group Name:	State ID Number:
(416) 429-3000 ext. 4571[Phone]	FEIN Number: 98-0000680	
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SERFF Tracking Number:	FRCS-125833046	State:	Arkansas
Filing Company:	The Independent Order of Foresters	State Tracking Number:	40366
Company Tracking Number:	5062		
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Project Name/Number:	FORESTERS/62/62		

## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	1 Policy=\$50
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Independent Order of Foresters	\$50.00	09/25/2008	22727135

SERFF Tracking Number:	FRCS-125833046	State:	Arkansas
Filing Company:	The Independent Order of Foresters	State Tracking Number:	40366
Company Tracking Number:	5062		
TOI:	L09I Individual Life - Flexible Premium Adjustable Life	Sub-TOI:	L09I.001 Single Life
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	10/08/2008	10/08/2008

### Amendments

Item	Schedule	Created By	Created On	Date Submitted
Error in the filing description	Supporting Document	Exselsa Cartwright	09/29/2008	09/29/2008
Common Carrier Accidental Death Benefit Rider	Form	Exselsa Cartwright	09/25/2008	09/25/2008

<i>SERFF Tracking Number:</i>	<i>FRCS-125833046</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Independent Order of Foresters</i>	<i>State Tracking Number:</i>	<i>40366</i>
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<i>Project Name/Number:</i>	<i>FORESTERS/62/62</i>		

## Disposition

Disposition Date: 10/08/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.



SERFF Tracking Number: FRCS-125833046 State: Arkansas

Filing Company: The Independent Order of Foresters State Tracking Number: 40366

Company Tracking Number: 5062

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Product Name: Foresters BIG Universal Life

Project Name/Number: FORESTERS/62/62

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Error in the filing description		Yes
Form	BIG Flexible Premium Universal Life with Data Pages		Yes
Form	Application Insert Pages		Yes
Form	Family Health Benefit Rider		Yes
Form (revised)	Common Carrier Accidental Death Benefit Rider		Yes
Form	Common Carrier Accidental Death Benefit Rider		Yes
Form	Death Benefit Enhancement Rider UL		Yes
Form	Waiver of Specified Premium Rider		Yes

<i>SERFF Tracking Number:</i>	<i>FRCS-125833046</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Independent Order of Foresters</i>	<i>State Tracking Number:</i>	<i>40366</i>
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	<i>Adjustable Life</i>		
<i>Product Name:</i>	<i>Foresters BIG Universal Life</i>		
<i>Project Name/Number:</i>	<i>FORESTERS/62/62</i>		

## **Amendment Letter**

Amendment Date:

Submitted Date: 09/29/2008

### **Comments:**

There is an error in the filing description.

### **Changed Items:**

### **Supporting Document Schedule Item Changes:**

### **User Added -Name: Error in the filing description**

Comment: The original description stated the following: "The following previously approved riders will also be used with this product. Copies are attached for your information." We are not sending copies of the previously approved riders. That sentence was added in error.

SERFF Tracking Number: FRCS-125833046 State: Arkansas  
 Filing Company: The Independent Order of Foresters State Tracking Number: 40366  
 Company Tracking Number: 5062  
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life  
 Adjustable Life  
 Product Name: Foresters BIG Universal Life  
 Project Name/Number: FORESTERS/62/62

**Amendment Letter**

Amendment Date:  
 Submitted Date: 09/25/2008

**Comments:**

There was a typo on the forms schedule for form UL-CCADR-US01-2008. The form schedule has been changed to reference the correct form number.

We apologize for any inconvenience this may have caused.

**Changed Items:**

**Form Schedule Item Changes:**

**Form Schedule Item Changes:**

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
UL-CCADR-AR01-2008	Policy/Contract/Fraternal Certificate: Amendment, Death Insert Page, Endorsement or Rider	Common Carrier Accidental Benefit Rider	Initial				57	UL-CCADR-AR01-2008.pdf

SERFF Tracking Number: FRCS-125833046 State: Arkansas

Filing Company: The Independent Order of Foresters State Tracking Number: 40366

Company Tracking Number: 5062

TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life  
Adjustable Life

Product Name: Foresters BIG Universal Life

Project Name/Number: FORESTERS/62/62

## Form Schedule

**Lead Form Number:** UL-BIG-AR01-2008

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	UL-BIG-AR01-2008	Policy/Cont	BIG Flexible ract/Fratern Premium Universal al Life with Data Pages Certificate	Initial		50	UL-BIG-AR01-2008.pdf
	770524 US 11/08	US Application/ Enrollment Form	Application Insert Pages	Initial		58	770524 US 11-08.pdf
	UL-FHB-US01-2008	Policy/Cont	Family Health Benefit ract/Fratern Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50	UL-FHB-US01-2008.pdf
	UL-CCADR-AR01-2008	Policy/Cont	Common Carrier ract/Fratern Accidental Death al Benefit Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		57	UL-CCADR-AR01-2008.pdf
	UL-DBER-US01-2008	Policy/Cont	Death Benefit ract/Fratern Enhancement Rider al UL Certificate: Amendmen t, Insert	Initial		68	UL-DBER-US01-2008.pdf

<i>SERFF Tracking Number:</i>	<i>FRCS-125833046</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Independent Order of Foresters</i>	<i>State Tracking Number:</i>	<i>40366</i>
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	<i>Adjustable Life</i>		
<i>Product Name:</i>	<i>Foresters BIG Universal Life</i>		
<i>Project Name/Number:</i>	<i>FORESTERS/62/62</i>		

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UL-WSP- Policy/Cont Waiver of Specified Initial  
AR01-2008 ract/Fratern Premium Rider  
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59

UL-WSP-  
AR01-  
2008.pdf



# The Independent Order Of Foresters ('Foresters')

Head Office: [789 Don Mills Road, Toronto, Ontario, Canada M3C 1T9]

U.S. Mailing Address: [P.O. Box 179, Buffalo, New York 14201-0179]

[1-800-828-1540]

Insured	[John Doe]	Certificate Number	[1234567]
Owner	[Jane Smith]		
Issue Date	[Jan 02 2009]	Branch Number	[1234]

## [Foresters BIG Universal Life]

**This is a FLEXIBLE PREMIUM UNIVERSAL LIFE INSURANCE CERTIFICATE.**

**It has an ADJUSTABLE DEATH BENEFIT.** The Independent Order Of Foresters (referred to as we, our, Foresters or us) will, subject to the provisions of this certificate, pay the death benefit upon our receipt of proof of the insured's death. That death must occur while this certificate is in effect.

**CASH VALUE payable at surrender.** Cash Values are flexible and based, in part, on the amount and frequency of premiums paid, and the amount of interest credited.

**PREMIUM PAYMENTS** are flexible and payable to the insured's age 121.

Lifetime protection is possible, subject to the **NO-LAPSE GUARANTEES** provision.

**PARTICIPATING**, eligible to receive dividends.

In this certificate, you and your mean the owner, as shown above. The owner may change after the issue date as described in this certificate.

This certificate is executed at our head office on the issue date.

**PLEASE READ THIS CERTIFICATE CAREFULLY.**

**Right to Examine – If you are not satisfied with this certificate, you may return it to us within [10] days of first receiving it. You can do this by mailing it to our U.S. mailing address, shown above, or by returning it to one of our authorized representatives.**

If this certificate is returned to us during this time period, it will be deemed to be void from the issue date. Within 10 days after we receive it, we will refund premiums you have paid to us for this certificate.



[  
**Executive Secretary**]



[  
**International Fraternal President**]

## [Foresters BIG Universal Life]

This certificate is part of a legal contract between the owner and Foresters. Read your contract carefully. The contract sets forth, in detail, the rights and obligations for both you and us. Only the actual contract provisions will control. It is important that you read your contract carefully.

The benefit provided under each rider, if any, is described in that rider.

If you have questions about this certificate or a rider, your understanding of them or about information that you have heard, seen or read relating to them, please call us. Our toll free number is [1-800-828-1540].

This certificate has no maturity date. We suggest that you consult your tax advisor before continuing this certificate beyond the insured's age 121. Under current federal tax law, this certificate may not qualify as life insurance after that time and may then be subject to adverse tax consequences.

### Table of Contents

Table of Contents .....	2
Definitions .....	10
Consideration.....	12
Entire Contract.....	12
When this Certificate is in Effect .....	12
Control of Certificate .....	12
Assignment .....	13
Beneficiaries .....	13
Payment to Beneficiary .....	13
Death Benefit .....	14
Payment of Death Benefit .....	14
Amount of Death Benefit .....	14
Minimum Death Benefit.....	14
Incontestability .....	14
Suicide .....	15
Premiums.....	15
Net Premiums .....	15
Monthly Deductions .....	15
Cost of Insurance Deduction.....	16
Cost of Insurance Rate .....	16
Face Amount Deduction.....	16
Account Value .....	17
Interest on the Account Value .....	17
Lapse .....	17



Grace Period.....	18
Continuation of Insurance .....	18
No-Lapse Guarantees.....	18
Minimum Premium No-Lapse Guarantee .....	18
Continuation Value No-Lapse Guarantee .....	19
Reinstatement.....	22
Nonforfeiture Provisions.....	23
Cash Value .....	23
Surrender .....	23
Surrender Charge .....	23
Withdrawal .....	24
Loans .....	24
Payments by Us.....	24
Misstatement of Age or Sex.....	25
Changes to the Certificate or Riders.....	25
Change Fee .....	26
Limitation of Action .....	26
Law Applicable.....	26
Limiting Effect of our Constitution .....	26
Suspension or Expulsion .....	26
Maintenance of Reserves .....	26
Basis of Computation of Reserves.....	26
Dividends .....	27
Notification .....	27
Changes .....	27
Illustrations.....	28
Annual Statement .....	28

## Certificate Data Pages

Insured	[John Doe]	Issue Age and Sex of Insured	[35] [Male]
Owner	[Jane Smith]	Certificate Number	[1234567]
Issue Date	[January 2, 2009]	Currency	United States
Face Amount	[\$100,000.00]	Branch Number	[1234]
Insurance Class	[Non-Tobacco]	Rating Class	[Standard]

### [Foresters BIG Universal Life]

#### Flexible Premium Universal Life Insurance

Provides life insurance as long as the cash value, on a monthly anniversary, is more than the monthly deduction for that monthly anniversary, subject to the *Grace Period and No-Lapse Guarantees* provisions. This certificate describes how the cash value is calculated. The face amount is adjustable subject to the provisions of this certificate. Each beneficiary is designated in the application. A beneficiary designation may change as described in the *Beneficiary* provision.

Planned Premium	[\$75.19]	[Monthly]
No-Lapse Guarantee Premium	[\$75.19]	[Monthly]

Minimum Premium [\$72.70] [Monthly]  
Minimum Premium Payment Period: First [5] certificate years

Premium Expense Charge: [7.00%] of each premium received

#### Interest Rates

Guaranteed Minimum Interest Rate: [3.000]% per year  
Loan Interest Rate: 5.00% per year  
Loan Collateral Account Interest Rate: 3.00% per year

#### Monthly Deductions

See the *Monthly Deductions* provision for details on how to calculate the monthly deductions using the information and tables shown in these *Certificate Data Pages*.

Face Amount Factor: [0.2770]

[Based upon the guaranteed interest rate, guaranteed maximum cost of insurance rates, maximum expense charges and payment of the planned premium shown, this certificate will not lapse prior to [MMMDDYYYY], provided: (1) each planned premium is paid on time based upon the payment frequency shown; (2) no changes are made to the coverage provided by the certificate and/or riders; and (3) no withdrawals are taken.]

**Table of Monthly Maximum  
Cost of Insurance Rates per \$1,000**

<b>Age</b>	<b>Rate</b>	<b>Age</b>	<b>Rate</b>	<b>Age</b>	<b>Rate</b>	<b>Age</b>	<b>Rate</b>
[35]	[0.09083]	[57]	[0.56917]	[79]	[5.07250]	[101]	[31.60083]
[36]	[0.09583]	[58]	[0.61833]	[80]	[5.65583]	[102]	[33.12000]
[37]	[0.10000]	[59]	[0.67500]	[81]	[6.32000]	[103]	[34.73667]
[38]	[0.10750]	[60]	[0.74333]	[82]	[7.01167]	[104]	[36.45667]
[39]	[0.11417]	[61]	[0.82667]	[83]	[7.75750]	[105]	[38.26083]
[40]	[0.12167]	[62]	[0.92833]	[84]	[8.58333]	[106]	[40.17917]
[41]	[0.13167]	[63]	[1.04250]	[85]	[9.50583]	[107]	[42.21833]
[42]	[0.14417]	[64]	[1.16250]	[86]	[10.52833]	[108]	[44.38583]
[43]	[0.15833]	[65]	[1.28917]	[87]	[11.64500]	[109]	[46.68833]
[44]	[0.17500]	[66]	[1.41750]	[88]	[12.84167]	[110]	[49.13250]
[45]	[0.19417]	[67]	[1.54750]	[89]	[14.10417]	[111]	[51.72833]
[46]	[0.21250]	[68]	[1.68750]	[90]	[15.42167]	[112]	[54.48333]
[47]	[0.23250]	[69]	[1.83250]	[91]	[16.66083]	[113]	[57.40917]
[48]	[0.24417]	[70]	[2.00833]	[92]	[17.95250]	[114]	[60.51250]
[49]	[0.25750]	[71]	[2.20500]	[93]	[19.31500]	[115]	[63.80583]
[50]	[0.27667]	[72]	[2.46333]	[94]	[20.75417]	[116]	[67.29917]
[51]	[0.29917]	[73]	[2.73583]	[95]	[22.26583]	[117]	[71.00417]
[52]	[0.33000]	[74]	[3.02250]	[96]	[23.64917]	[118]	[74.93500]
[53]	[0.36333]	[75]	[3.33583]	[97]	[25.12417]	[119]	[79.10167]
[54]	[0.40583]	[76]	[3.67750]	[98]	[26.69833]	[120]	[83.33333]
[55]	[0.45833]	[77]	[4.07417]	[99]	[28.37833]		
[56]	[0.51167]	[78]	[4.53750]	[100]	[30.17500]		

The maximum cost of insurance rates do not exceed the cost of insurance rates based upon the 2001 CSO ultimate, age nearest birthday, sex distinct, smoker distinct mortality table for the insured's rating class.

<b>Surrender Charges</b>			
<b>Certificate Year</b>	<b>Surrender Factor</b>	<b>Certificate Year</b>	<b>Surrender Factor</b>
1	[21.87]	11	[10.94]
2	[20.78]	12	[9.84]
3	[19.69]	13	[8.75]
4	[18.59]	14	[7.66]
5	[17.50]	15	[6.56]
6	[16.41]	16	[5.47]
7	[15.31]	17	[4.37]
8	[14.22]	18	[3.28]
9	[13.12]	19	[2.19]
10	[12.03]		

<b>Table of Minimum Death Benefit Percentages</b>			
<b>Age</b>	<b>Minimum Death Benefit Percentage (%)</b>	<b>Age</b>	<b>Minimum Death Benefit Percentage (%)</b>
0 to 40	250	61	128
41	243	62	126
42	236	63	124
43	229	64	122
44	222	65	120
45	215	66	119
46	209	67	118
47	203	68	117
48	197	69	116
49	191	70	115
50	185	71	113
51	178	72	111
52	171	73	109
53	164	74	107
54	157	75 to 90	105
55	150	91	104
56	146	92	103
57	142	93	102
58	138	94	101
59	134	95 & thereafter	100
60	130		

## Continuation Value No-Lapse Guarantee Information for this Certificate

Primary Tracking Amount: [\$68.42]

Secondary Tracking Amount: [\$30.61]

Primary Accumulation Factor: 0 for the first 3 years and [0.007762] thereafter.

Secondary Accumulation Factor: 0 for the first 3 years and [0.004903] thereafter.

Catch-up Period: 36 months

The Primary and Secondary Tracking Amounts, Primary and Secondary Accumulation Factors and Monthly Continuation Rates, wherever shown, are used solely in the calculations for the *Continuation Value No-Lapse Guarantee* provision. They are not used in the calculation of the account value.

### Certificate Monthly Continuation Rates

Certificate Year	Rate	Certificate Year	Rate	Certificate Year	Rate	Certificate Year	Rate
[1]	[0.34210]	[23]	[0.58930]	[45]	[4.56970]	[67]	[23.22840]
[2]	[0.34210]	[24]	[0.64300]	[46]	[5.04950]	[68]	[24.11280]
[3]	[0.34210]	[25]	[0.69830]	[47]	[5.59200]	[69]	[25.04860]
[4]	[0.34210]	[26]	[0.79570]	[48]	[6.14810]	[70]	[26.03850]
[5]	[0.34210]	[27]	[0.87700]	[49]	[6.74060]	[71]	[27.06670]
[6]	[0.34210]	[28]	[0.97610]	[50]	[7.39070]	[72]	[28.15310]
[7]	[0.34210]	[29]	[1.08640]	[51]	[8.11110]	[73]	[29.30040]
[8]	[0.34210]	[30]	[1.20050]	[52]	[8.90250]	[74]	[30.51160]
[9]	[0.34210]	[31]	[1.31940]	[53]	[9.75770]	[75]	[31.78930]
[10]	[0.34210]	[32]	[1.43750]	[54]	[10.66280]	[76]	[33.13560]
[11]	[0.37320]	[33]	[1.55500]	[55]	[11.60450]	[77]	[34.55490]
[12]	[0.42400]	[34]	[1.68010]	[56]	[12.57250]	[78]	[36.04970]
[13]	[0.48070]	[35]	[1.80760]	[57]	[13.45700]	[79]	[37.62520]
[14]	[0.53730]	[36]	[1.96300]	[58]	[14.36570]	[80]	[39.28280]
[15]	[0.59010]	[37]	[2.13560]	[59]	[15.31230]	[81]	[41.02790]
[16]	[0.32050]	[38]	[2.36450]	[60]	[16.30010]	[82]	[42.86390]
[17]	[0.34560]	[39]	[2.60240]	[61]	[17.32440]	[83]	[44.79500]
[18]	[0.37410]	[40]	[2.84900]	[62]	[18.22740]	[84]	[46.82690]
[19]	[0.40770]	[41]	[3.11590]	[63]	[19.18200]	[85]	[48.96240]
[20]	[0.44450]	[42]	[3.40390]	[64]	[20.19200]	[86]	[51.09210]
[21]	[0.48810]	[43]	[3.73700]	[65]	[21.26070]		
[22]	[0.53640]	[44]	[4.12460]	[66]	[22.39420]		

## Rider Information

See the *Monthly Rider Deductions* provision in each rider for details on how to calculate the monthly rider deductions using the information shown in these *Certificate Data Pages*.

### Common Carrier Accidental Death Rider

Benefit Amount: [\$200,000.00]

Maximum Accidental Death Amount: [\$300,000.00]

Expiry Date: [January 2, 2059]

#### Continuation Value No–Lapse Guarantee Information for this Rider

Primary Tracking Amount: \$0.00

Secondary Tracking Amount: \$0.00

Monthly Continuation Rate: 0.0000

Primary Accumulation Factor: 0 for the first 3 years and [0.007762] thereafter.

Secondary Accumulation Factor: 0 for the first 3 years and [0.004903] thereafter.

### Death Benefit Enhancement Rider

Benefit Amount: [\$100,000.00]

Expiry Date: [January 2, 2024]

#### Continuation Value No–Lapse Guarantee Information for this Rider

Primary Tracking Amount: \$0.00

Secondary Tracking Amount: \$0.00

Monthly Continuation Rate: 0.0000

Primary Accumulation Factor: 0 for the first 3 years and [0.007762] thereafter.

Secondary Accumulation Factor: 0 for the first 3 years and [0.004903] thereafter.

### Family Health Benefit Rider

Maximum Family Benefit Amount: [\$5,000.00]

Expiry Date: [January 2, 2059]

The specific benefit amounts are:

- Ambulance Transportation: [\$50.00]
- Hospital Emergency Room Examination: [\$100.00]
- Hospital Stay: [\$100.00]

#### Continuation Value No–Lapse Guarantee Information for this Rider

Primary Tracking Amount: \$0.00

Secondary Tracking Amount: \$0.00

Monthly Continuation Rate: 0.0000

Primary Accumulation Factor: 0 for the first 3 years and [0.007762] thereafter.

Secondary Accumulation Factor: 0 for the first 3 years and [0.004903] thereafter.

## Waiver of Specified Premium Rider

Benefit Amount: [\$75.19] per month

Expiry Date: [January 2, 2034]

Initial Monthly Rider Deduction: [\$2.26]

Table of Monthly Rates per \$100			
Age	Rate	Age	Rate
[35]	[3.0000]	[48]	[7.0000]
[36]	[3.0000]	[49]	[8.0000]
[37]	[3.0000]	[50]	[9.0000]
[38]	[4.0000]	[51]	[10.0000]
[39]	[4.0000]	[52]	[11.0000]
[40]	[4.0000]	[53]	[13.0000]
[41]	[4.0000]	[54]	[15.0000]
[42]	[5.0000]	[55]	[17.0000]
[43]	[5.0000]	[56]	[19.0000]
[44]	[5.0000]	[57]	[21.0000]
[45]	[6.0000]	[58]	[24.0000]
[46]	[6.0000]	[59]	[26.0000]
[47]	[6.0000]		

### Continuation Value No–Lapse Guarantee Information for this Rider

Primary Tracking Amount: [\$6.77]

Secondary Tracking Amount: [\$0.00]

Monthly Continuation Rate: [90.0000]

Primary Accumulation Factor: 0 for the first 3 years and [0.007762] thereafter.

Secondary Accumulation Factor: 0 for the first 3 years and [0.004903] thereafter.

## Definitions

The following terms have specific meanings for the purposes of your certificate. Where the same term appears in a rider, if any, it also has that same meaning unless there is another definition for that same term in that rider.

**Account value** – The amount calculated as described in the *Account Value* provision.

**Age** – The issue age shown in the *Certificate Data Pages* plus the number of completed certificate years.

**Application** – The application that was completed and signed for this certificate and each attached rider. The application was attached to this certificate at the time it was delivered to you.

**Assignee** – A person or entity indicated in an assignment as the recipient of the assigned interest.

**Attached rider(s)** – Each rider, if any, shown in the *Certificate Data Pages* and attached to this certificate when it was delivered to you.

**Cash value** – The amount equal to the account value minus the loan amount and minus the applicable surrender charge.

**Certificate** – The cover page and each numbered page that follows it, starting with page number 2 and ending with the page that states, "This is the last page of this certificate". The cover page contains the signatures of our Executive Secretary and International Fraternal President.

**Certificate anniversary** – The same month and day as the issue date for each calendar year following the issue date, while this certificate is in effect.

**Certificate Data Pages** – The pages marked as the *Certificate Data Pages* within this certificate at the time that it was delivered to you.

**Certificate month** – The first day of the first certificate month is the issue date and the last day is the day before the first monthly anniversary. For every other certificate month, the first day of a certificate month is a monthly anniversary and the last day is the day before the next monthly anniversary.

**Certificate year** – The first day of the first certificate year is the issue date and the last day is the day before the first certificate anniversary. For every other certificate year, the first day of a certificate year is a certificate anniversary and the last day is the day before the next certificate anniversary.

**Change fee** – The charge for making a change as described in the *Change Fee* provision.

**Contingent owner** – The contingent owner named, if at all, in the application, unless changed as shown in our records.

**Continuation value period** – The period beginning the day after the last day of the minimum premium payment period and ending on the certificate anniversary on which the life insured is age 121.

**Date we delivered** – The effective date of delivery being either the day of delivery if hand delivered to the owner or the owner's address, the fifth day after mailing if sent by mail to the owner's address or the day shown in our records as successfully transmitted if sent electronically to a number or address shown for the owner in our records.

**Death benefit** – The amount payable as described in the *Death Benefit* provision.

**Debt** – The amount owed to us under the *Maintenance of Reserves*, *Grace Period* and *Loan* provisions.



**Deduction Date** – The issue date and each monthly anniversary.

**Evidence of insurability** - Information we obtain to decide insurability and, if so, on what terms.

**Face amount** – The amount shown in the *Certificate Data Pages* as the face amount, unless changed as shown in our records.

**Grace period** – The period of time within which to pay an overdue monthly deduction as described in the *Grace Period* provision.

**Guaranteed minimum interest rate** – The rate shown as the minimum interest rate in the *Certificate Data Pages*.

**Lapse** – The termination of this certificate for non-payment of overdue monthly deductions during the grace period.

**Minimum premium** – The amount shown as the minimum premium in the *Certificate Data Pages*, unless changed as shown in our records.

**Minimum premium payment period** – The period of time shown as the minimum premium payment period in the *Certificate Data Pages*.

**Monthly anniversary** – Occurs each month after the issue date, on the same date of each month as the date shown as the issue date.

**Monthly deduction** – The sum of the monthly charges for a certificate month. It is equal to the sum of the face amount deduction, the cost of insurance deduction and the monthly rider deduction(s), if any, as described in the *Monthly Deductions* provision.

**Monthly rider deduction** – The monthly charge(s) for each rider, that is in effect on a monthly anniversary, as described in the *Monthly Rider Deductions* provision of that rider.

**No-Lapse Guarantee Premium** - The amount shown as the no-lapse guarantee premium in the *Certificate Data Pages*, unless changed as shown in our records.

**Our records** – The records at our head office.

**Planned premium** – The amount of premium you have selected to pay on a regular basis as shown in the *Certificate Data Pages*. The premium frequency, also shown, indicates how often you plan to pay that amount.

**Rider** – Each attached rider, if any, and each rider added as an attachment, if any, to this certificate after the issue date, as shown in our records.

**We, our, us and Foresters** – The Independent Order of Foresters.

**You, your** - The owner of this certificate as shown in the *Certificate Data Pages* subject to change as described in this certificate.

When we refer in this certificate to a provision, unless specifically stated to be a provision in a rider, we mean the provision in this certificate with that title. When we refer in a rider to a provision, unless specifically stated to be a provision in the certificate, we mean the provision in that rider with that title.

# Certificate Provisions

## Consideration

We issue this certificate and attached rider(s) based on the application signed by the owner and the payment of premiums as described in this certificate.

## Entire Contract

The entire contract consists of each of the following:

1. This certificate, including attached agreements and endorsements, and each rider, if any.
2. The application attached to this certificate upon delivery.
3. Additional applications or written requests from you, if any, received and approved by us after the issue date of this certificate, as shown in our records.
4. Notifications we send to you confirming changes made, after the issue date, to your certificate or a rider.
5. Our Instrument of Incorporation, Constitution, and the respective amendments.

All statements in the application shall be deemed to be representations, not warranties.

No one, including the producer who provided you with this certificate, can make a promise or representation about the entire contract other than what is described in the entire contract.

## When this Certificate is in Effect

This certificate comes into effect on the issue date, if both of the following conditions are met:

- At least the minimum premium was paid on or before the date we delivered this certificate to you.
- The insurability of the insured did not change between the date of the application and the date we delivered this certificate to you.

Once in effect, this certificate will remain in effect until the earliest of the following dates:

- The date of death of the insured.
- The day we receive, as shown in our records, your written, signed request to end this certificate.
- The day this certificate lapses, as described in the *Lapse* provision.
- The day this certificate terminates, as described in the *Loan* provision.

When this certificate ends it is no longer in effect. This means our liability ends and no death benefit would be paid.

## Control of Certificate

The owner of this certificate and rider(s) may exercise the options or rights provided to you under them, unless limited by statute or by the rights of an assignee or irrevocable beneficiary. If the insured is younger than 16 years old on the issue date, these rights will transfer to the insured upon their 16th birthday. Upon this transfer, the insured will become the owner of this certificate and rider(s), regardless of a prior assignment.

If the insured is not the owner and if the owner dies or ceases to exist, while this certificate is in effect, the contingent owner becomes the owner of this certificate and rider(s) as of the date that the owner died or ceased to exist. If there is no surviving contingent owner, the owner's estate (if the owner is a natural person) or the owner's successor in interest (if the owner is a non-natural person) will become the owner.

## **Assignment**

You may assign this certificate and rider(s) unless prohibited by law. Under an absolute assignment the assignee becomes the owner of this certificate and rider(s). We are not bound by an assignment unless it is in writing and shown in our records. We are not responsible for the validity or effect of an assignment. Despite the assignment, the insured retains Foresters membership rights and privileges according to our Constitution.

Effective the date of the assignment or transfer of ownership of, or an interest in, this certificate, the continuation value no-lapse guarantee terminates if the assignee or owner has an interest which arises only by, or would be enhanced in value by, the death of the insured.

## **Beneficiaries**

There may be designated one or more than one primary or contingent beneficiary. Each primary and contingent beneficiary, if any, is shown in the application unless changed as shown in our records.

You may request a change of beneficiary, while the insured is alive and this certificate is in effect. If a beneficiary is designated "irrevocable", then that beneficiary must also sign a request that changes that beneficiary's designation or the percentage or amount to be received by that beneficiary. The effective date of a change of beneficiary will be the date it is recorded by us as shown in our records.

## **Payment to Beneficiary**

The death benefit payable will be paid as described in this provision. If no beneficiary survives the insured or if no beneficiary is designated, this payment will be made to you or your estate.

**Primary Beneficiary:** Each surviving primary beneficiary will be paid their share of the death benefit. That share is shown in the application unless changed, as shown in our records. If a primary beneficiary predeceases the insured, that beneficiary's share will be split among the surviving primary beneficiaries. That split will be based on the ratio of the specified percentages for those surviving beneficiaries to the total percentage for those survivors. If no percentages are specified, then the death benefit will be split equally among the surviving primary beneficiaries.

**Contingent Beneficiary:** If no primary beneficiary survives the insured, each contingent beneficiary, if designated, surviving the insured, will be paid their share of the death benefit, in the same manner as described above for the primary beneficiary.

## **Death Benefit**

### **Payment of Death Benefit**

Subject to the terms and conditions of the entire contract, we will pay the death benefit if we receive satisfactory proof of the insured's death. That death must occur while this certificate is in effect. If the death benefit is not paid within 30 days of us receiving this proof of death, interest will be paid on this amount, calculated from the date of death to the date of payment. The interest rate will be the legal rate required by the insurance laws of the state governing this certificate.

The amount payable under this provision will be paid as described in the *Payment to Beneficiary* provision.

From the date we receive notification of the death of the insured, no premium will be accepted and no request will be processed.

### **Amount of Death Benefit**

The death benefit is the greater of:

- the face amount in effect on the date of death of the insured; and
- the minimum death benefit as described in the *Minimum Death Benefit* provision.

The amount of the debt, if any, will be deducted from the death benefit payable.

### **Minimum Death Benefit**

The amount of the minimum death benefit will be the account value, as of the close of business on the date of death of the insured, multiplied by the applicable minimum death benefit percentage. There is a *Table of Minimum Death Benefit Percentages* shown in the *Certificate Data Pages*. The applicable minimum death benefit percentage will be the percentage shown for the insured's age on the date of death.

We will take the necessary steps to ensure your certificate continues to qualify as life insurance under the Internal Revenue Code, as amended. If we receive a premium that endangers the status of this certificate we may refund all or part of it. You may contact us at our office for information on the maximum allowable premium.

## **Incontestability**

We will not contest the validity of this certificate after it has been in effect during the lifetime of the insured for two years except for non-payment of premiums.

Similarly, statements made after the issue date, in an application for an increase in the face amount or a rider benefit amount, the addition of a rider, reinstatement or in a declaration for a change in insurance class will be incontestable two years after the effective date as shown in our records of such increase, addition, reinstatement or change.

This provision shall not apply to a rider providing a benefit in the event of:

1. the total disability of the insured, or

2. death of the insured by accident or accidental means.

## Suicide

If death of the insured is by suicide or self-inflicted injury, while sane or insane, and within two years from the issue date, our liability is limited to the sum of the premiums paid minus the amount of the debt and minus the total of all withdrawals, and no death benefit will be paid.

If death of the insured is by suicide or self-inflicted injury, while sane or insane, and within two years from the effective date of an increase in the face amount, if any, our liability with respect to that increase is limited to the sum of the increases in monthly deductions taken due to that increase in face amount. This does not apply to increases in face amount done, without evidence of insurability, under a rider.

## Premiums

Premiums are the amounts that are paid to us under this certificate. The first premium is due on the issue date. The first premium must be at least equal to the minimum premium shown in the *Certificate Data Pages*. Each premium payment after the first must be at least \$25. We reserve the right to change that \$25 amount at our sole discretion. Premiums may be paid at a frequency that we approve. Upon request, we will inform you of the maximum allowable premium that may be paid, as of the date of your request.

No premium will be accepted on or after the insured's age 121, except premium necessary to prevent this certificate from lapsing as described in the *Lapse* provision.

Premiums may be paid to us by mail to our U.S. mailing address, at our office, or to our Executive Secretary. If requested, we will provide a receipt for the premium, signed by our Executive Secretary.

## Net Premiums

Net premiums are premiums minus the premium expense charge shown in the *Certificate Data Pages*.

## Monthly Deductions

On each deduction date, a monthly deduction for the following certificate month will be taken from the account value. The amount of the monthly deduction on a deduction date is equal to:

	The cost of insurance deduction for that deduction date,
plus	the face amount deduction for that deduction date,
plus	the total of the monthly rider deductions for the riders in effect on that deduction date. The monthly rider deduction for each rider is determined as described in the <i>Monthly Rider Deductions</i> provision for that rider.

The monthly deduction will be waived on each monthly anniversary on and after the insured's age 121.

## Cost of Insurance Deduction

The cost of insurance deduction on a deduction date is equal to:

	The amount at risk on that deduction date,
divided by	\$1,000,
multiplied by	the applicable cost of insurance rate as described in the <i>Cost of Insurance Rate</i> provision.

The amount at risk will equal:

	The face amount,
divided by	1.00246627,
minus the total of the following:	The account value on that deduction date prior to deducting the cost of insurance deduction,
minus	the face amount deduction on that deduction date,
minus	the monthly rider deductions for all riders in effect on that deduction date,
plus	the monthly rider deduction for a waiver rider, if any, in effect on that deduction date.

## Cost of Insurance Rates

The cost of insurance rates for the face amount in effect on the issue date are based on the insured's age as well as the sex and insurance class shown in the *Certificate Data Pages*. The cost of insurance rates for an increase in the face amount are based on the age, sex and insurance class of the insured on the effective date of that increase.

We will determine the cost of insurance rates at our sole discretion, but they will not be greater than those in the *Table of Monthly Maximum Cost of Insurance Rates* shown in the *Certificate Data Pages*.

The cost of insurance rates will be determined by us based on our future expectations of such factors as mortality, expenses, interest, persistency and taxes. If we make a change in the rates, it will be on a uniform basis that does not discriminate unfairly within a class of lives insured.

## Face Amount Deduction

The face amount deduction on a deduction date is equal to:

	The face amount on that deduction date,
divided by	\$1,000,
multiplied by	the applicable face amount factor(s).

The face amount factor applicable to the face amount in effect on the issue date is shown in the *Certificate Data Pages*. The face amount factor applicable to each increase in the face amount, if any, is shown in the notification sent to you confirming that increase.

The face amount deduction will apply during the first 20 certificate years. If the face amount is increased, the face amount deduction for that increase will apply for the first 20 certificate years after the effective date of that increase.

## Account Value

On the issue date, the account value is equal to the first net premium paid minus the monthly deduction for the first certificate month. At anytime after the issue date until the insured's age 121, the account value equals:

	The account value on the last deduction date,
plus	net premium received after the last deduction date,
plus	interest accrued after the last deduction date,
minus	on a deduction date, the monthly deduction for the next certificate month,
minus	the total of all withdrawals made after the last deduction date.

At anytime after the insured's age 121, the account value equals:

	The account value on the last monthly anniversary,
plus	interest accrued after the last monthly anniversary,
minus	the total of all withdrawals made after the last monthly anniversary.

## Interest on the Account Value

Interest will be calculated daily on the balance of the account value, after subtracting the loan collateral account, as of the close of business on that day. Interest calculated will be credited to the account value at the next monthly anniversary after the calculation. The rate of interest will be the guaranteed minimum interest rate unless we apply, in our sole discretion, a higher rate. The application of a rate of interest higher than the guaranteed minimum interest rate does not obligate us to apply a rate of interest higher than the guaranteed minimum interest rate at any other time. Interest on the loan collateral account will be credited as described in the *Loans* provision.

## Lapse

Subject to the *No-Lapse Guarantees* provision, this certificate will lapse without cash value as of the end of the 61<sup>st</sup> day of the grace period if premium, such that the net premium is at least equal to the overdue monthly deduction, is not received in our office before that day. We will notify you and any assignee of this certificate, of the upcoming lapse at least 31 days before the end of the grace period. Upon the lapse of this certificate, it will be of no further effect, our liability will end and no death benefit will be paid.

## Grace Period

If the cash value on a monthly anniversary is less than the amount of the monthly deduction for that monthly anniversary, you have a grace period of 61 days from that monthly anniversary to pay this amount. If premium, such that the net premium is at least equal to this monthly deduction, is received in our office during the grace period, it will be applied to the overdue monthly deduction(s), starting with the earliest. If the insured dies during the grace period, the death benefit otherwise payable will be reduced by the amount of the overdue monthly deduction(s).

## Continuation of Insurance

We do not guarantee that this certificate will continue to the date of death of the insured if premiums paid are not sufficient. This certificate will stay in effect only as long as the cash value is at least equal to the monthly deduction on each monthly anniversary. If not, this certificate will lapse as described in the *Lapse* provision, subject to the *No-Lapse Guarantees* provision.

## No-Lapse Guarantees

This certificate will not lapse if premium is paid, on the issue date and on each monthly anniversary, in an amount at least equal to the no-lapse guarantee premium then in effect, as long as no withdrawals are taken. If these payments are not made this certificate will not lapse:

- During the minimum premium payment period, if the requirements for the minimum premium no-lapse guarantee are met as described in this provision.
- After the minimum premium payment period, if the requirements for the continuation value no-lapse guarantee are met as described in this provision.

A loan may terminate this certificate as described in the *Loan* provision, notwithstanding the payment of premium described in this *No-Lapse Guarantees* provision.

Changes to the face amount, rider benefit amount(s) or the addition or deletion of a rider, that has a monthly rider deduction, will change the minimum premium and the no-lapse guarantee premium. We will notify you of a change in either.

## Minimum Premium No-Lapse Guarantee

This certificate will not lapse during the minimum premium payment period if, on each monthly anniversary during that period, the sum of the premiums paid is at least equal to:

	The sum of the minimum premium on the issue date plus the minimum premium on each monthly anniversary from the issue date, including the current monthly anniversary,
plus	the total of all withdrawals as of the current monthly anniversary.

At the end of the minimum premium payment period, payment of an amount more than the minimum premium may be required to keep this certificate from lapsing.



## Continuation Value No-Lapse Guarantee

This certificate will not enter a grace period on a monthly anniversary during the continuation value period if, on that monthly anniversary, both of the following requirements are met:

- The continuation value no-lapse guarantee has not been terminated.
- The actual continuation value is at least equal to the total required continuation value.

The primary and secondary accumulation factors, primary and secondary tracking amounts and monthly continuation rates, are as shown in the *Certificate Data Pages*, unless changed as shown in our records. These factors, amounts and rates are used solely in the calculations described in the *Continuation Value No-Lapse Guarantee* provision and are not used in the calculation of the account value. The face amount, each rider benefit amount, and each increase, to the face amount or a rider benefit amount, will be considered separate coverage pieces for purposes of the *Continuation Value No-Lapse Guarantee* provision. Different factors, amounts and rates may be applicable to each coverage piece.

### Total Required Continuation Value

The total required continuation value at anytime is equal to the sum of the required continuation value for each coverage piece at that time. Each coverage piece has its own required continuation value.

On the issue date, the required continuation value for a coverage piece is equal to the monthly continuation amount for that coverage piece on the issue date.

On the first monthly anniversary, the required continuation value for a coverage piece is equal to:

	The required continuation value, for that coverage piece, on the issue date,
multiplied by	one plus the applicable primary accumulation factor,
plus	the monthly continuation amount for that coverage piece, on that monthly anniversary.

On a monthly anniversary, other than the first, the required continuation value for a coverage piece is equal to:

	The required continuation value, for that coverage piece, on the last monthly anniversary,
multiplied by	one plus the applicable primary accumulation factor,
plus	the monthly continuation amount for that coverage piece, on that monthly anniversary.

At anytime the monthly continuation amount for a coverage piece is equal to:

	The portion, or all, of the face amount or rider benefit amount applicable to that coverage piece,
divided by	\$1,000,
multiplied by	the monthly continuation rate applicable to that coverage piece at that time.

## Actual Continuation Value

On the issue date, the actual continuation value is equal to the premiums paid within the first certificate month.

On the first monthly anniversary, the actual continuation value is equal to:

	The accumulation amount for that monthly anniversary,
plus	the actual continuation value on the issue date,
plus	premiums paid on the first monthly anniversary.

On a monthly anniversary, other than the first, the actual continuation value is equal to:

	The accumulation amount for that monthly anniversary,
plus	the actual continuation value on the last monthly anniversary,
plus	premiums paid after the last monthly anniversary,
minus	the total of all withdrawals made after the last monthly anniversary.

## Accumulation Amount

On the issue date and each monthly anniversary, an accumulation amount test will be done to determine how the accumulation amount will be calculated on the following monthly anniversary.

If the accumulation amount test is met, then the accumulation amount for the following monthly anniversary is equal to the sum, on that monthly anniversary, of the primary accumulation amount plus the secondary accumulation amount.

If the accumulation amount test is not met, then the accumulation amount for the following monthly anniversary is equal to zero.

The primary accumulation amount on a monthly anniversary equals the primary amount multiplied by the primary accumulation factor. The primary amount, on that monthly anniversary, is the lesser of:

- The total primary tracked value on that monthly anniversary; and
- The actual continuation value on the last monthly anniversary.

The secondary accumulation amount on a monthly anniversary equals the secondary accumulation factor multiplied by the greater of the secondary amount and zero. The secondary amount, on that monthly anniversary, is the lesser of:

- The total secondary tracked value on that monthly anniversary; and
- The actual continuation value on the last monthly anniversary minus the total primary tracked value on that monthly anniversary.

## Total Primary Tracked Value

The total primary tracked value at anytime is equal to the sum of the primary tracked value for each coverage piece at that time. Each coverage piece has its own primary tracked value.

On the issue date, the primary tracked value for a coverage piece is equal to the primary tracking amount for that coverage piece on the issue date.

On the first monthly anniversary, the primary tracked value for a coverage piece is equal to:

	The primary tracked value, for that coverage piece, on the issue date,
multiplied by	one plus the applicable primary accumulation factor,
plus	the primary tracking amount for that coverage piece, on that monthly anniversary.

On a monthly anniversary, other than the first, the primary tracked value for a coverage piece is equal to:

	The primary tracked value, for that coverage piece, on the last monthly anniversary,
multiplied by	one plus the applicable primary accumulation factor,
plus	the primary tracking amount for that coverage piece, on that monthly anniversary.

## Total Secondary Tracked Value

The total secondary tracked value at anytime is equal to the sum of the secondary tracked value for each coverage piece at that time. Each coverage piece has its own secondary tracked value.

On the issue date, the secondary tracked value for a coverage piece is equal to the secondary tracking amount for that coverage piece on the issue date.

On the first monthly anniversary, the secondary tracked value for a coverage piece is equal to:

	The secondary tracked value, for that coverage piece, on the issue date,
multiplied by	one plus the applicable secondary accumulation factor,
plus	the secondary tracking amount for that coverage piece, on that monthly anniversary.

On a monthly anniversary, other than the first, the secondary tracked value for a coverage piece is equal to:

	The secondary tracked value, for that coverage piece, on the last monthly anniversary,
multiplied by	one plus the applicable secondary accumulation factor,
plus	the secondary tracking amount for that coverage piece, on that monthly anniversary.

## Accumulation Amount Test

The accumulation amount test will be met if either:

1. The actual continuation value is greater than or equal to the total primary tracked value, or
2. The sum of (a) minus (b) is not less than the lesser of (c) and (d), where:
  - (a) equals the total premiums paid in the current certificate year.
  - (b) equals the total withdrawals taken in the current certificate year.
  - (c) equals the sum of the minimum premium on each monthly anniversary during the current certificate year.
  - (d) equals the sum of the monthly continuation amounts for each coverage piece, on each monthly anniversary during the current certificate year.

## Termination of the Continuation Value No-Lapse Guarantee

The continuation value no-lapse guarantee will terminate on the earlier of:

- The day this certificate is no longer in effect as described in the *When this Certificate is in Effect* provision.
- The day the number of consecutive failures of the continuation value test exceeds the catch-up period shown in the *Certificate Data Pages*.
- The day this guarantee terminates as described in the *Assignment* provision.

On each monthly anniversary we will determine if the continuation value test has been met. That test will be met if on that monthly anniversary the actual continuation value is not less than the total required continuation value.

Once terminated the continuation value no-lapse guarantee is no longer in effect and cannot be reinstated.

## Reinstatement

If this certificate should lapse, you may be eligible to reinstate it within three years from the effective date of the lapse as shown in our records. To reinstate we will require:

1. payment in the amount of:
  - a. the premium that would have been required to keep the certificate in effect during the grace period, without interest; plus,
  - b. the premium required to keep the certificate from entering a grace period for three certificate months after the reinstatement effective date.
2. evidence of insurability, which meets our standards, of the insured.

The effective date of a reinstatement is the day that we approve your application for reinstatement, as shown in our records

The *Continuation Value No-Lapse Guarantee* provision will not apply to a reinstated certificate.

## Nonforfeiture Provisions

### Cash Value

The cash value is equal to the account value minus the loan amount and minus the applicable surrender charge.

The cash value will not be less than the minimum value required by the insurance laws of the state in which this certificate is delivered. The minimum cash value is based on the 2001 CSO ultimate, age last birthday, sex distinct, smoker distinct mortality table for the insured's rating class, and the guaranteed minimum interest rate. A detailed statement of the method of computation of cash value has been filed as required with the insurance department of the state in which this certificate is delivered.

### Surrender

Subject to an assignment shown in our records, you may request a surrender of this certificate for its cash value. The cash value will be calculated as of the close of business on the date the request is received in our office and will result in the surrender of this certificate as of that date. Once surrendered, this certificate is of no further effect, our liability under this certificate ends and no death benefit will be paid.

### Surrender Charge

A surrender charge will be charged upon surrender of this certificate. A portion of the surrender charge will be charged on each decrease in the face amount and on each withdrawal. The surrender charge is equal to:

	The surrender factor applicable for the certificate year of the surrender, decrease or withdrawal, as shown in the <i>Certificate Data Pages</i> ,
multiplied by	the face amount if a surrender, the decrease in the face amount if a decrease or the amount of the withdrawal if a withdrawal,
divided by	\$1,000.

The surrender factors shown in the *Certificate Data Pages* are applicable for the first 19 certificate years:

- after the issue date to the face amount on the issue date.
- after a face amount increase to the amount of that increase.

The surrender factors applicable to a face amount increase will be shown in the notification we send to you regarding that increase and will supersede the surrender factors in the *Certificate Data Pages* as they relate to that increase. See the *Changes to the Certificate or Riders* and *Changes* provisions.

## Withdrawal

You may request a withdrawal from the cash value at any time after the first certificate anniversary. The minimum amount of each withdrawal is \$500. The maximum amount of a withdrawal will be:

	The cash value,
minus	The most recent monthly deduction taken prior to our receipt of your withdrawal request, multiplied by 3.

The withdrawal will be effective when we process it. The face amount will be decreased by the amount of the withdrawal and will be subject to the *Surrender Charge* provision. Withdrawals are subject to the *Change Fee* provision.

## Loans

You may obtain a loan from us, with this certificate as the security for the loan. We will require that you sign our then current loan agreement, available from our office. The loan is effective when we receive the loan agreement that you have signed. The loan amount is the amount you have borrowed from us, plus unpaid accrued interest. Interest is charged each day on the loan amount as of the end of that day. The interest rate that will apply to the loan will be 5% per year.

On the effective date of the loan and anytime after that, a portion of the account value is allocated to a loan collateral account. The amount allocated will be such that the loan collateral account is always equal to the loan amount. We pay interest on the daily balance in the loan collateral account at a rate of 3% per year.

The amount of loan available at any time will equal:

	The cash value,
minus	the most recent monthly deduction taken prior to our receipt of the signed loan agreement, multiplied by 3.

All or part of a loan may be repaid at any time that this certificate is in effect. Repayments will reduce the loan amount. Each repayment will be effective the date it is processed by us. All amounts paid to us will be applied as premium unless designated, in writing, that an amount paid is a repayment towards the loan amount.

When the loan balance exceeds the account value minus the applicable surrender charge this certificate will terminate. We will send you, and any assignee of this certificate, notification of termination. Termination will be effective 31 days after the date, as shown in our records, notification is sent. Upon the termination of this certificate, it will be of no further effect, our liability will end and no death benefit will be paid.

## Payments by Us

We may defer payment of the cash value, a withdrawal or a loan for up to six months from the date we receive the request for that payment.

## Misstatement of Age or Sex

If the age or sex of the insured under this certificate is misstated at issue, the face amount and the rider benefit amount(s), if any, will be adjusted either upward or downward. The revised amounts for the certificate and riders, if any, will be that which the most recent monthly deduction, for that coverage, would have purchased for the correct age and sex.

## Changes to the Certificate or Riders

Subject to the requirements described in this provision and after the first certificate anniversary, you may request the following changes to your certificate:

- An increase in the face amount.
- A decrease in the face amount.
- The addition of a rider.
- The termination of a rider.
- An increase in a rider benefit amount.
- A decrease in a rider benefit amount.

The effective date of a requested change that we approve will be as of the close of business on the first monthly anniversary after our approval, as shown in our records. The *Change Fee* provision will apply except if the change is an increase in the face amount, an increase in a rider benefit amount or the addition of a rider.

A requested decrease in the face amount or a decrease in a rider benefit amount will be subject to our minimum amount requirements in effect at the effective date of the change. A surrender charge will apply if the face amount is decreased.

An increase in the face amount, the addition of a rider or an increase in a rider benefit amount will be subject to our minimum and maximum amount requirements and maximum age restrictions in effect at the effective date of the change. All such requested increases and additions will be subject to satisfactory evidence of insurability of the insured. The monthly deduction for the increased amount or added rider will be at the age of the insured, as of the effective date of the change. The minimum premium and the no-lapse guarantee premium will increase. You will be notified of the increased premium amounts and of the surrender, face amount and rider benefit amount factors, if applicable, that will apply to the increased amount.

If the face amount or a rider benefit amount has been increased since the issue date, then subsequent decreases to the face amount or rider benefit amount, as applicable, will be applied in the following order:

- First, against the most recent increase.
- Then, against the next most recent increase(s), successively.
- Finally, against the face amount in effect on the issue date.

## **Change Fee**

The change fee is the amount that we will charge for each change to this certificate except those changes specifically stated in this certificate as excluding this fee. The amount of the fee is \$25. This amount may be changed from time to time at our sole discretion, but will not exceed \$50.

We reserve the right to waive the application of the change fee for a change, at our sole discretion, but such waiver will not prohibit us from charging the change fee to a subsequent change of the same or another type.

## **Limitation of Action**

No action shall be taken on this certificate, or a rider, in a court of law unless the action is filed with a court within two years from the date that the cause of action arose.

## **Law Applicable**

Your rights or obligations and that of anyone, including the insured or anyone rightfully claiming under this certificate or a rider, will be governed by the laws of the State in which this certificate was first delivered by us to the owner.

## **Limiting Effect of our Constitution**

The benefits provided under this certificate and each rider will not be reduced, nor will this certificate or rider end, by a provision in our Constitution not stated or referred to in this certificate or rider.

## **Suspension or Expulsion**

Even if the insured is expelled or suspended from Foresters membership in accordance with our Constitution, this certificate and each rider, subject to its terms, may be kept in effect by continuing to pay the required premiums.

## **Maintenance of Reserves**

If our reserves become impaired, you may be assessed an equitable proportion of the shortage. You may pay cash or accept a reduction in benefits. If you do neither, your equitable proportion will become an amount owed against this certificate. Interest on this amount will be compounded at a rate determined by us but not more than five percent per year.

## **Basis of Computation of Reserves**

The reserves are not less than the minimum reserves required by the insurance laws of the state in which this certificate is delivered. A detailed statement of the method of computation of reserves has been filed as required with the insurance department of the state in which this certificate is delivered.



## Dividends

This certificate is eligible to participate in our divisible surplus. We will determine our divisible surplus each year. After completing two certificate years, you will be entitled to your share, if any, as determined by us, of our divisible surplus. This share is your dividend, which you may receive or use according to the dividend option in effect. Your dividend options are as follows:

1. Have the dividend paid in cash.
2. Leave the dividend with us to accumulate with interest. We will determine the interest rate, but it will not be less than three and one half percent per year.
3. Apply the dividend as a premium under this certificate.

Dividend option (3) will be in effect from the issue date unless changed by you as shown in our records. If changed, the new option applies to future dividends only.

Upon termination of this certificate, if dividends have been credited under dividend option (2), the value of the dividends on deposit will be added to any other benefit payable under the terms of this certificate.

We do not expect to pay dividends under this certificate. If no dividends are paid the dividend options described in this provision do not apply.

## Notification

Notification(s) we send to you about this certificate or a rider will be sent from our head office to your last mailing address shown in our records. You must notify us of a change in address for you or the insured. If you are on our pre-authorized check plan, you must notify us of a change in banking information.

Every notification, designation and request that you make to us must be in writing, in a form satisfactory to us. You must mail it to our head office or U.S. mailing address for us to act on it. Each will be deemed received by us as of the date shown in our records.

Our head office address is:

The Independent Order of Foresters, [789 Don Mills Road, Toronto, Ontario, Canada. M3C 1T9.  
Attn: Certificate Services].

Our U.S. mailing address is: [P.O. Box 179 Buffalo, New York. 14201-0179.

Attn: Certificate Services].

These addresses apply unless we notify you in writing of a new address.

## Changes

If a change is made to this certificate or a rider that affects the factors, amounts, rates or premiums shown in the *Certificate Data Pages*, you will be notified and that notification will set out the change and show the new information as applicable. Unless stated otherwise in that notification, information shown in the notification will supersede the comparable information in the *Certificate Data Pages*, and will remain effective until superseded by a subsequent notification sent to you.

## Illustrations

After the first certificate year, you may request an illustration of this certificate. The illustration will be based on information about this certificate as of the date of the illustration, along with assumptions of future premiums that you would pay and interest rates. The *Change Fee* provision will apply to each such request after the first in each certificate year.

Other than where specifically stated in the illustration, the amounts and values, including the interest rates, shown in an illustration are not guaranteed. Illustrations are not to be relied upon as promises of future premiums required, values, lapse dates, duration of coverage or growth of either the account value or cash value.

## Annual Statement

Each year we will send you an annual statement that includes the following information about this certificate:

- The beginning and end of the period covered by the annual statement.
- The face amount.
- The account value.
- The cash value.
- The loan amount.
- The death benefit.
- Each rider in effect, if any.
- The total premiums paid in the past certificate year.
- Interest credited in the past certificate year.
- The total of the monthly deductions in the past certificate year, including:
  - the total of the face amount deductions in the past certificate year,
  - the total of the cost of insurance deductions in the past certificate year, and
  - the total of the monthly rider deductions in the past certificate year.
- The total of all withdrawals during the past certificate year.
- A notice if, on a guaranteed basis, the account value as of the last certificate anniversary would not maintain the certificate in effect until the next certificate anniversary.

## **The Independent Order Of Foresters ('Foresters')**

A Fraternal Benefit Society Organized 1874  
Head Office: [789 Don Mills Road, Toronto, Ontario, Canada M3C 1T9]  
U.S. Mailing Address: [P.O. Box 179, Buffalo, New York 14201-0179]  
[1-800-828-1540]

### **[Foresters BIG Universal Life]**

#### **FLEXIBLE PREMIUM UNIVERSAL LIFE INSURANCE CERTIFICATE**

Adjustable Death Benefit.

Cash Value Payable at Surrender.

Death benefit payable if the insured's death occurs while  
the certificate is in effect.

Premiums shown in Certificate Data Pages.

No-Lapse Guarantees provision.

Participating.

This is the last page of this certificate.

The Independent Order of Foresters ("Foresters")  
789 Don Mills Road  
Toronto, Canada M3C 1T9

U.S. Mailing Address:  
P.O. Box 179  
Buffalo, NY 14201-0179

www.foresters.com  
T. 800 828 1540



A Fraternal Benefit Society

## Product Details Page

This form is part of the Application for Individual Life Insurance.

Proposed Life Insured:

First name: \_\_\_\_\_ Middle name: \_\_\_\_\_ Last name: \_\_\_\_\_

Proposed Life Insured residence state: \_\_\_\_\_

Amount of life insurance applied for on the proposed life insured: \$ \_\_\_\_\_

## Instructions

Indicate below the type of coverage, including rider(s), if any, being applied for. Note: An asterisk (\*) indicates that a supplemental coverage application form must be completed, signed and submitted with the Application if this type of rider coverage is being applied for.

## Universal Life

### **BIG Universal Life** *(with lifetime no-lapse guarantee provision)*

Available riders (if applicable to selected plan):

☐ Accidental death \$ \_\_\_\_\_

☐ Children's term\* \$ \_\_\_\_\_

☐ Waiver of premium

☐ Disability income (accident only)\* \$ \_\_\_\_\_

☐ Other rider(s)\*: \_\_\_\_\_

Planned modal premium \$ \_\_\_\_\_ Initial lump sum premium \$ \_\_\_\_\_

If underwriting approval is given other than as applied for, issue the certificate as follows:

☐ Maintain premium amount. ☐ Maintain face amount. ☐ Contact producer before issue.

Special instructions:

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# **The Independent Order Of Foresters ('Foresters')**

## **Family Health Benefit Rider**

If this rider was attached to a certificate when it was delivered to you, certificate means that certificate. The specific benefit amounts, maximum family benefit amount and expiry date for this rider are shown in the *Certificate Data Pages*.

If this rider was not attached to a certificate when it was delivered to you, certificate means the certificate with the certificate number referred to in the notification that we sent you with this rider. The specific benefit amounts, maximum family benefit amount and expiry date for this rider are shown in that notification.

As described in this rider, it provides benefits for qualified health situations that result, directly and independently of all other causes, from a catastrophic event. It is not intended to cover all of the costs associated with these health situations or to provide health insurance.

This rider consists of this page and each following page attached up to the page which states "This is the last page of this Family Health Benefit Rider".

Unless amended by this rider, certificate provisions and definitions apply to this rider.

### **DEFINITIONS**

For purposes of this rider:

*Catastrophic event* means a typhoon, hurricane, tornado, earthquake, volcanic eruption, tsunami or lightning strike, that is officially recognized and recorded by either the U.S. National Weather Service or the U.S. Geological Survey.

*Claimant* means the insured and each member of the insured's immediate family.

*Hospital* is a short-term, acute, general hospital located in the continental United States, Alaska or Hawaii, that both:

- Is duly licensed for, and is primarily engaged in, providing inpatient diagnostic and therapeutic services for the diagnosis, treatment and care of sick persons by, or under the supervision of, physicians.
- Provides 24-hour nursing service by, or under the supervision of, registered graduate nurses and is not, other than incidentally: a) a skilled nursing facility, nursing home, custodial care home, health resort or spa, sanatorium or rehabilitation center; b) a place for the treatment of mental illness; c) a place for the treatment of alcoholism or drug abuse; or d) a place for the provision of hospice care.

*Immediate family* means the insured's spouse and each child of the insured (biological or legally adopted) while under the age of 25 years and for whom the insured is legally responsible for maintenance and support.

*Physician* is a duly licensed medical practitioner while acting within the scope of an active license to practice medicine in the United States. The physician cannot be you, the claimant or a relative of either you or the claimant, including a brother, sister, parent, spouse or child of either you or the claimant or the spouse of any such person. The physician cannot be a business associate of you or the claimant.

*Qualified health situation* means a hospital stay, a hospital emergency room examination, or ambulance transportation.

*Spouse* means the person to whom the insured is married, legally or by common-law, according to the law of the state governing this rider.

## **When This Rider Comes Into Effect**

This rider comes into effect on the same day as the certificate if the rider was attached to the certificate at the time of certificate delivery.

If this rider was not attached to the certificate at that time, this rider comes into effect on the date that we approve, as shown in our records, the addition of this rider to the certificate.

## **End of Rider**

This rider ends on the earliest of the following dates:

- The expiry date for this rider.
- The first day following the day the total of the specific benefit amounts paid under this rider equals the maximum family benefit amount.
- The day the certificate is no longer in effect as described in the certificate.

When this rider ends, it is no longer in effect, which means that our liability ends and therefore no benefit would be paid.

## **Monthly Rider Deductions**

There are no monthly rider deductions for this rider.

## **Benefit**

Subject to the provisions of the entire contract, we will pay the specific benefit amount to you for each claimant who has a qualified health situation that occurs during the lifetime of the insured and while both the certificate and this rider are in effect, subject to submission of satisfactory proof of each of the following:

- The qualified health situation is caused, directly and independently from all other causes, by a catastrophic event.
- The qualified health situation occurs within 10 days of the catastrophic event.

## **Amount of the Benefit**

There is a specific benefit amount for each of the qualified health situations.

Ambulance Transportation –The specific benefit amount for ambulance transportation will be payable only once for each claimant per catastrophic event.

Hospital Emergency Room Examination – The specific benefit amount for a hospital emergency room examination will be payable only once for each claimant per catastrophic event.

Hospital Stay – The specific benefit amount for a hospital stay is payable for each calendar day that the claimant is billed for hospitalization, up to a maximum of 5 days per claimant per catastrophic event.

The benefit payable under this rider is limited by the maximum family benefit amount. If a valid claim is made for a specific benefit amount that would cause the total of the specific benefit amounts paid under this rider to exceed the maximum family benefit amount, the amount paid on that claim will be reduced so that the total of the specific benefit amounts paid under this rider equals the maximum family benefit amount. If the total of the specific benefit amounts paid under this rider equals the maximum family benefit amount, this rider will end.

## **Notice of Claim and Proof**

We must receive a written request for the benefit within the 12-month period following the occurrence of the qualified health situation. Otherwise, no benefit will be paid.

Within 15 days of receiving this request, we will send you the forms that are to be used to file a claim under this rider. If you do not receive these forms within 15 days you may submit to us a written statement outlining:

- The name, age and relationship of the claimant to the insured.
- The date, type and location of the catastrophic event.
- The date and specific details surrounding the qualified health situation that you are filing the claim for.

Attach the required proof to the forms or written statement.

We must receive the properly completed forms or your written statement, and the required proof, within 90 days of the written request for the benefit. Otherwise, no benefit will be paid.

### **Incontestability**

We will not contest the validity of this rider at any time.


### **The Independent Order Of Foresters ('Foresters')**

has issued this rider as an attachment to the certificate.

Head Office: [789 Don Mills Road, Toronto, Ontario M3C 1T9]  
U.S. Mailing Address: [P.O. Box 179, Buffalo, New York 14201-0179]  
[1-800-828-1540]

[  ]

Executive Secretary

[  ]

International Fraternal President

This is the last page of this Family Health Benefit Rider.



# **The Independent Order Of Foresters ('Foresters')**

## **Common Carrier Accidental Death Rider**

If this rider was attached to a certificate when it was delivered to you, certificate means that certificate. The benefit amount, on the day this rider comes into effect, maximum accidental death amount and expiry date for this rider are shown in the *Certificate Data Pages*.

If this rider was not attached to a certificate when it was delivered to you, certificate means the certificate with the certificate number referred to in the notification that we sent you with this rider. The benefit amount, on the day this rider comes into effect, maximum accidental death amount and expiry date for this rider are shown in that notification.

This rider consists of this page and each following page attached up to the page which states "This is the last page of this Common Carrier Accidental Death Rider".

Unless amended by this rider, certificate provisions and definitions apply to this rider.

### **DEFINITIONS**

For purposes of this rider:

*Common carrier* means a motorized vehicle if, at the time of the accidental bodily injury for which the benefit is claimed, that vehicle meets each of the following:

- Is being operated by a business organized and licensed to transport fare-paying passengers.
- Is being piloted, driven or captained by a person who is then licensed to pilot, drive or captain that vehicle, to transport fare-paying passengers.
- Is transporting fare-paying passengers on regularly scheduled routes, from one location to arrive and exit at a different location.

Common carrier will not include:

- A taxi.
- A limousine.
- A cruise ship, if the cruise is more than 12 hours.
- A sightseeing vehicle.
- A vehicle hired or used for a sport, contest or recreational activity, even if the vehicle is licensed and a fare is paid.

*Fare-paying* means the payment of money, by any mode, by, or on behalf of, a person, specifically for the purpose of that person riding the common carrier from one location to arrive and exit at a different location. Fare-paying does not include courtesy, gratuitous or shuttle transportation.

*Riding* means:

- Physically aboard the common carrier, or
- Entering or exiting the common carrier, but only while on the ramp or steps attached to, and physically part of, the common carrier and used solely for the purposes of entering and exiting the common carrier.

## **When This Rider Comes Into Effect**

This rider comes into effect on the same day as the certificate if the rider was attached to the certificate at the time of certificate delivery.

If this rider was not attached to the certificate at that time, this rider comes into effect on the date that we approve, as shown in our records, the addition of this rider to the certificate, if the insurability of the insured has not changed between the date of the application for this rider and the date of that approval.

## **End of Rider**

This rider ends on the earliest of the following dates:

- The expiry date for this rider.
- The day the certificate is no longer in effect as described in the certificate.

When this rider ends, it is no longer in effect, which means that our liability ends and therefore no benefit would be paid.

## **Monthly Rider Deductions**

There are no monthly rider deductions for this rider.

## **Benefit**

Subject to the provisions of the entire contract, we will pay the amount of the benefit if the accidental death of the insured occurs while both the certificate and this rider are in effect, subject to submission of satisfactory proof of each of the following:

- The accidental death is caused by an accidental bodily injury, directly and independently from all other causes.
- This accidental bodily injury occurs while the insured is riding as a fare-paying passenger on a common carrier.
- Accidental death occurs within 90 days of this accidental bodily injury.

This benefit will be paid as described in the *Payment to Beneficiary* provision.

## Amount of the Benefit

The amount of the benefit will be the benefit amount on the date of death, unless the total accidental death benefit amount exceeds the maximum accidental death amount. If it does, the amount of the benefit under this rider will be reduced to the amount that is required so that the total accidental death benefit amount equals the maximum accidental death amount.

The total accidental death benefit amount is the sum of the benefit amount under this rider plus the amount(s) payable under other insurance issued by us, if any, that specifically provides for payment due to the accidental death of the insured.

If there is in effect on the insured's date of death other insurance issued by us that specifically provides for payment due to the accidental death of the insured, the amount of the benefit payable under this rider shall be calculated and paid after:

- First, payment of the benefit payable under the other insurance without a common carrier requirement, whether issued before or after the issue date of this rider.
- Second, payment of the benefit payable under the other insurance with a common carrier requirement, issued prior to the issue date of this rider.

The amount of the benefit under this rider will be zero if the total of the amount(s) payable under the first and second above exceeds the maximum accidental death amount.

## Excluded Risks

We will not pay the benefit if the insured's death results directly or indirectly from any of the following:

- Suicide.
- War or act of war, whether declared or undeclared.
- Disease or infirmity, of mind or body, or medical or surgical treatment therefore.
- Infection, other than septic infection occurring through and at the time of accidental cut or wound.
- Committing or attempting to commit an assault or an illegal act.
- Stroke or cerebrovascular accident or event, cardiovascular accident or event, myocardial infarction or heart attack, coronary thrombosis, or aneurysm, even if the proximate or precipitating cause is an accidental bodily injury.
- An accidental bodily injury that is sustained or contracted in consequence of the insured being under the influence of a drug, narcotic, barbiturate or sedative, unless a beneficiary can prove, to our satisfaction, it was consumed by the insured at the frequency and dosage instructed or prescribed by a licensed physician.
- An accidental bodily injury that is sustained or contracted in consequence of the insured's alcohol intoxication. Intoxication will mean a blood alcohol level that is prescribed, by the law of the state governing this rider, as an offence for the operation of a motor vehicle.

No benefit will be paid if the insured is riding the common carrier for any of the following purposes:

- To perform duties in relation to that common carrier. This includes duties related to:
  - the operation or maintenance of that common carrier, or
  - the care, assistance or entertainment of the passengers of that common carrier.
- To give or receive training about or related to the common carrier.

- Transportation as a member, and on behalf of, the armed forces if the common carrier is being operated by the armed forces.

## **Contestability**

We may contest the validity of this rider at any time before payment of a benefit under this rider.

If this rider is reinstated, we may contest the reinstatement at any time before payment of a benefit under this rider.

When we contest, we will not pay the benefit.


### **The Independent Order Of Foresters ('Foresters')**

has issued this rider as an attachment to the certificate.

Head Office: [789 Don Mills Road, Toronto, Ontario M3C 1T9]  
U.S. Mailing Address: [P.O. Box 179, Buffalo, New York 14201-0179]  
[1-800-828-1540]

[  ]

Executive Secretary

[  ]

International Fraternal President

This is the last page of this Common Carrier Accidental Death Rider.

# **The Independent Order Of Foresters ('Foresters')**

## **Death Benefit Enhancement Rider**

This rider was attached to a certificate when it was delivered to you. In this rider, certificate means that certificate. The benefit amount for this rider and the expiry date for that benefit amount are shown in the *Certificate Data Pages*.

If the face amount is increased, as described in the *Changes to the Certificate or Riders* provision of the certificate, an additional benefit amount may be added, by us, under this rider. If added, we will notify you of the additional benefit amount and the expiry date for that additional benefit amount. The effective date of an additional benefit amount is the same as the effective date of the corresponding face amount increase.

If the face amount is decreased, as described in the *Changes to the Certificate or Riders* provision of the certificate, the benefit amount(s) in effect at that time, if any, may be decreased. Each decrease will be applied as described in that provision. We will notify you of a decrease.

This rider consists of this page and each following page attached up to the page which states "This is the last page of this Death Benefit Enhancement Rider".

Unless amended by this rider, certificate provisions and definitions apply to this rider.

### **When This Rider Comes Into Effect**

This rider comes into effect on the same day as the certificate.

### **End of Rider**

This rider ends on the earliest of the following dates:

- The latest expiry date for a benefit amount under this rider.
- The day the certificate is no longer in effect as described in the certificate.

When this rider ends, it is no longer in effect, which means that our liability ends and therefore no benefit would be paid.

### **Monthly Rider Deductions**

There are no monthly rider deductions for this rider.

### **Benefit**

Subject to the provisions of the entire contract, we will pay the amount of the benefit if we receive satisfactory proof of the insured's death. That death must occur while this rider is in effect.

This benefit will be paid as described in the *Payment to Beneficiary* provision of the certificate.

## Amount of the Benefit

The amount of the benefit on the date of death will be the sum of the benefit amount(s) in effect on that date.

## Suicide

If death of the insured is by suicide or self-inflicted injury, while sane or insane, and within two years from:

- the issue date of this rider, no benefit amount will be paid.
- the effective date of a benefit amount added after the issue date, we will not pay that benefit amount.

## Incontestability

We will not contest the validity of this rider after it has been in effect during the insured's lifetime for two years from the date this rider came into effect.

If this rider is reinstated, this provision will also apply after two years from the effective date of the last reinstatement of this rider.

### **The Independent Order Of Foresters ('Foresters')**

has issued this rider as an attachment to the certificate.

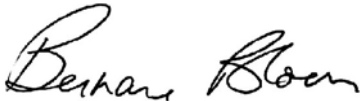
Head Office: [789 Don Mills Road, Toronto, Ontario M3C 1T9]

U.S. Mailing Address: [P.O. Box 179, Buffalo, New York 14201-0179]

[1-800-828-1540]

[  ]

Executive Secretary

[  ]

International Fraternal President

This is the last page of this Death Benefit Enhancement Rider.

# **The Independent Order Of Foresters ('Foresters')**

## **Waiver of Specified Premium Rider**

If this rider was attached to a certificate when it was delivered to you, certificate means that certificate. The benefit amount on the day this rider comes into effect, monthly rates per \$100 and expiry date for this rider are shown in the *Certificate Data Pages*.

If this rider was not attached to a certificate when it was delivered to you, certificate means the certificate with the certificate number referred to in the notification that we sent you with this rider. The benefit amount on the day this rider comes into effect, monthly rates per \$100 and expiry date for this rider are shown in that notification.

The benefit amount may change if there is a change made as described in the *Changes to the Certificate or Riders* provision of the certificate. If it does change we will notify you of the new benefit amount.

This rider consists of this page and each following page attached up to the page which states "This is the last page of this Waiver of Specified Premium Rider".

### **When This Rider Comes Into Effect**

If this rider was attached to the certificate at the time of certificate delivery, this rider comes into effect on the same day as the certificate, if the insurability of the insured, for purposes of this rider, has not changed between the date of the application and that day.

If this rider was not attached to the certificate at that time, this rider comes into effect on the date that we approve, as shown in our records, the addition of this rider to the certificate, if the insurability of the insured, for purposes of this rider, has not changed between the date of the application for this rider and the date of that approval.

### **End of Rider**

This rider ends on the earliest of the following dates:

- The day we receive, as shown in our records, your signed, written request to end this rider.
- The day the certificate is no longer in effect as described in the certificate.
- The expiry date for this rider.

When this rider ends, it is no longer in effect. This means that our liability ends and therefore no benefit amount would be paid.

If the insured continues to be totally disabled after the expiry date for this rider and the benefit amount was paid on the last monthly anniversary before the expiry date, payment of this benefit will continue until the earlier of the following:

- The date that the insured ceases to be continuously totally disabled.
- The certificate anniversary on which the insured is age 121.
- The day the certificate is no longer in effect as described in the certificate.

## Monthly Rider Deductions

Monthly rider deductions are payable according to the *Monthly Deductions* provision of the certificate. The monthly rider deduction for this rider on a deduction date is equal to:

	The benefit amount on that deduction date,
divided by	\$100,
multiplied by	the monthly rate per \$100 based on the insured's age on that deduction date.

The monthly rates per \$100 are guaranteed.

## Benefit

Subject to the provisions of the entire contract, we will pay the benefit amount to your account value on each monthly anniversary that the insured is totally disabled, if we receive satisfactory proof of each of the following:

1. The insured is totally disabled on that monthly anniversary.
2. That total disability begins while this rider is in effect.
3. That total disability has been continuous for at least 6 months.

The notice of claim requirements must also be met as described in the *Notice of Claim* provision.

During the time period that the benefit amount is being paid the certificate will not lapse.

## Proof of Continuance of Total Disability

At any time, we may request satisfactory proof of the continuance of total disability. If this proof is not given, the insured will be considered to have ceased to be totally disabled immediately as of the date we requested this proof. We also have the right to have the insured medically examined from time to time by a physician we appoint.

After the insured has been totally disabled continuously for two years, we may not request proof of total disability more often than once each certificate year.

## Notice of Claim

The notice of claim for this benefit must be received by us during each of the following:

1. The lifetime of the insured.
2. The period of total disability.
3. While this rider is in effect.



If the above three notice of claim requirements are not met, we will not pay the benefit amount for that total disability. Failure to give this notice during the period of total disability, however, will not invalidate the claim for this benefit if the following two conditions are met:

- The other two notice requirements are met.
- It was not reasonably possible to give us this notice and this notice was received by our head office as soon as was reasonably possible.

We will not pay the benefit amount for total disability on monthly anniversaries that occurred more than 12 months prior to our receipt of this notice.

## **Total Disability**

Total disability and totally disabled in this rider shall mean the inability of the insured to engage in any occupation or perform any work for remuneration or profit, resulting from accidental bodily injury or disease, other than as a result of a situation described in the *Risks Not Covered* provision. Such accidental bodily injury must occur, or such disease must first manifest itself, after the effective date of this rider.

## **Risks Not Covered**

We will not pay the benefit amount to your account value if total disability results from self-inflicted injuries, while sane or insane, or occurs in any of the following situations:

1. While committing, attempting or provoking an assault or criminal offence.
2. During war, a time of insurrection or hostility of any kind, or related act, whether or not the insured was actually participating in such war, insurrection, hostility or act.
3. While participating in a riot or civil commotion.
4. During service in the armed forces of any country or association of countries, whether war is declared or not, and whether on active duty or not, or exposure of the insured to abnormal hazards because of such service.

We will not pay the benefit amount to your account value if total disability results directly or indirectly from injury sustained in a motorized vehicle accident if the insured was the operator of the motorized vehicle and one or more of the following exists:

- A test or report completed by or at the direction of a law enforcement, government agency or representative, based on a sampling obtained from the body of the insured within 24 hours of the accident, indicates the presence of either or both of the following:
  - A narcotic in the body of the insured, regardless of the measurement or quantity.
  - A concentration of alcohol in the insured's blood in excess of the quantity specified in the applicable legislation as an offense for the operation of that type of motorized vehicle.
- A law enforcement or government report indicates that the insured was operating the motorized vehicle while impaired, intoxicated or under the influence of a narcotic, alcohol or intoxicant.

- Proof that the accident occurred while the insured was under the influence of a narcotic, alcohol or intoxicant.

A narcotic does not include a drug that can be proved, to our satisfaction, to have been consumed by the insured at the frequency and dosage instructed or prescribed by a licensed physician.

## **Recurrence of Total Disability**

We will not pay the benefit amount to your account value after the insured ceases to be totally disabled. If the insured again becomes totally disabled, the entitlement to the benefit amount will be subject to the same requirements set out in this rider as if the insured was not previously totally disabled.

## **Lapse While Totally Disabled**

A claim for the benefit provided under this rider will not be invalid because the certificate has lapsed during the total disability of the insured. If the claim for this benefit is otherwise valid, it will be allowed on reinstatement of the certificate provided the requirements in this provision are met. Those requirements are:

1. We receive satisfactory proof that total disability has been continuous since the date of lapse of the certificate.
2. Payment of the premium required to keep the certificate in effect that would not have been paid by the application of this benefit if the certificate had not lapsed.

Both of these requirements must be met during each of the following:

1. While the insured is alive.
2. During the period of total disability.
3. Within twelve months after the date of lapse of the certificate.

## **Contestability**

We may contest the validity of this rider at any time before the payment of the benefit amount.

If this rider is reinstated, we may contest the reinstatement at any time before the payment of the benefit amount.

When we contest, this means that we will not pay the benefit amount to your account value.

# **The Independent Order Of Foresters ('Foresters')**

has issued this rider as an attachment to the certificate.

Head Office: [789 Don Mills Road, Toronto, Ontario M3C 1T9]

U.S. Mailing Address: [P.O. Box 179, Buffalo, New York 14201-0179]

[1-800-828-1540]



**Executive Secretary**



**International Fraternal President**

This is the last page of this Waiver of Specified Premium Rider

<i>SERFF Tracking Number:</i>	<i>FRCS-125833046</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Independent Order of Foresters</i>	<i>State Tracking Number:</i>	<i>40366</i>
<i>Company Tracking Number:</i>	<i>5062</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
	<i>Adjustable Life</i>		
<i>Product Name:</i>	<i>Foresters BIG Universal Life</i>		
<i>Project Name/Number:</i>	<i>FORESTERS/62/62</i>		

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number:	FRCS-125833046	State:	Arkansas
Filing Company:	The Independent Order of Foresters	State Tracking Number:	40366
Company Tracking Number:	5062		
TOI:	L09I Individual Life - Flexible Premium Adjustable Life	Sub-TOI:	L09I.001 Single Life
Product Name:	Foresters BIG Universal Life		
Project Name/Number:	FORESTERS/62/62		

## Supporting Document Schedules

### Review Status:

**Satisfied -Name:** Certification/Notice 09/25/2008

#### Comments:

#### Attachments:

AR COC.pdf  
AR COC1.pdf  
AR RDB.pdf  
Authorization letter dist.pdf  
AR consent to submit rates.pdf  
AR Complaint Notice.pdf

### Review Status:

**Satisfied -Name:** Application 09/25/2008

#### Comments:

#### Attachment:

770206 AR 01-08 Base.pdf

### Review Status:

**Satisfied -Name:** Statement of Variabilty 09/25/2008

#### Comments:

#### Attachment:

Big UL SOV.pdf

### Review Status:

**Satisfied -Name:** Error in the filing description 09/29/2008

#### Comments:

The original description stated the following: "The following previously approved riders will also be used with this product. Copies are attached for your information." We are not sending copies of the previously approved riders. That sentence was added in error.

**STATE OF ARKANSAS**  
**CERTIFICATION OF COMPLIANCE**

**Company Name:** The Independent Order of Foresters

**Form Title(s):** BIG Flexible Premium Universal Life with Data Pages, Application Insert Page, Waiver of Specified Premium Rider, Family Health Benefit Rider, Common Carrier Accidental Death Benefit Rider, Death Benefit Enhancement Rider UL

**Form Number(s):** UL-BIG-AR01-2008, 770524 US 11/08, UL-WSP-AR01-2008 UL-FHB-US01-2008, UL-CCDAR-AR01-2008, UL-DBER-US01-2008

I hereby certify that to the best of my knowledge and belief, the above forms and submission complies with Reg. 19, as well as the other laws and regulations of the State of Arkansas.



---

Albert Tiw, F.S.A., F.C.I.A.  
Vice President, Product Solutions

---

September 24, 2008  
Date

**ARKANSAS  
CERTIFICATION OF COMPLIANCE**

**Company Name:** The Independent Order of Foresters

**Form Title(s):** BIG Flexible Premium Universal Life with Data Pages, Application Insert Page, Waiver of Specified Premium Rider, Family Health Benefit Rider, Common Carrier Accidental Death Benefit Rider, Death Benefit Enhancement Rider UL

**Form Number(s):** UL-BIG-AR01 -2008, 770524 US 11/08, UL-WSP-AR01-2008, UL-CCDAR-AR01-2008, UL-DBER-US01-2008

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Arkansas Regulation 34.



---

Albert Tiw, F.S.A., F.C.I.A.  
Vice President, Product Solutions

---

September 24, 2008

Date

**STATE OF ARKANSAS**  
**READABILITY CERTIFICATION**

**COMPANY NAME:**The Independent Order of Foresters

This is to certify that the forms referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
UL-BIG-AR01-2008	50.4
770524 US 11/08	58.4
UL-FHB-US01-2008	50.1
UL-WSP-AR01-2008	67.8
UL-CCADR-AR01-2008	59.1
UL-DBER-US01-2008	56.7

*Steve Lintner*

---

Steve Lintner  
Director, Business Analysis, Product  
Solutions Group

---

September 24, 2008  
Date



The Independent Order of Foresters  
789 Don Mills Rd  
Toronto, Canada M3C 1T9

U.S. Mailing  
P.O. Box 179  
Buffalo NY 14201-0179

[www.foresters.com](http://www.foresters.com)  
T: 800 828 1540

Foresters™ is a trademark of The Independent Order of Foresters



September 15, 2008

To: The Insurance Commissioner

### Authorization

This Authorization, or a copy thereof, will authorize the consulting firm of First Consulting & Administration, Inc., Kansas City, Missouri, to represent The Independent Order of Foresters ('Foresters') in matters related to forms and rates before the Insurance Department.

This Authorization shall be valid for a period of one year and renewable for a like period at the end of each term until terminated by Foresters.

Company Name: The Independent Order Of Foresters

Signature: \_\_\_\_\_

*Steve Linter*

Name: \_\_\_\_\_

*Steve Linter*

Title: \_\_\_\_\_

*Director, Production Solutions Group*

**EXHIBIT A (REVISED)**

**CONSENT TO SUBMIT RATES  
AND/OR COST BASES FOR APPROVAL**

NAME OF COMPANY: The Independent Order of Foresters

FORM NUMBER(S): UL-BIG-AR01-2008, 770524 US 11/08, UL-WSP-AR01-2008, UL-FHB-US01-2008,  
UL-CCDAR-AR01-2008, UL-DBER-US01-2008

The Company does hereby consent and agree:

- A) that all premium rates and/or cost bases both "maximum" and "current or projected," used in relation to the policy form number(s) indicated above must be filed with the Insurance Commissioner for the State of Arkansas ("commissioner") at least sixty (60) days prior to their proposed effective date. Such rates and/or cost bases shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost bases prior the expiration of sixty (60) days.

or

- B) that where the policy is a flexible or indeterminate premium whole life policy which provides for frequent changes in interest rates based on financial market conditions, the company may file a range of rates it will stay within and will notify the Department at least sixty (60) days prior to any change in the range of rates. The company must also document the method used to calculate its premium and range of rates.



---

Steve Lintner  
Director, Business Analysis, Product  
Solutions Group

---

September 24, 2008  
Date

*For information or service not available  
through your field office or agent:*

**CALL TOLL-FREE**



**1 - 800 - 828 - 1540**

**F A X**

**(416) 429 - 3896**

**OR**

**TO INITIATE A COMPLAINT**

**WRITE TO:**

**The Independent Order Of Foresters**

**Forester House:**

789 Don Mills Road  
Toronto, ON M3C 1T9

**US Mailing Address:**

P.O. Box 179  
Buffalo, New York 14201-0179

*If you have been unable to contact or obtain satisfaction from  
our organization or the agent, you may contact:*

**Arkansas Insurance Department**

Consumer Services  
1200 West 3rd Street  
Little Rock, Arkansas 72201-1904

**Telephone:** (501) 371 - 2640  
**Toll - Free :** (800) 852 - 5494  
**Fax :** (501) 371 - 2618

The Independent Order of Foresters ("Foresters")  
789 Don Mills Road  
Toronto, Canada M3C 1T9

U.S. Mailing Address:  
P.O. Box 179  
Buffalo, NY 14201-0179

www.foresters.com  
T. 800 828 1540



A Fraternal Benefit Society

## Application for Individual Life Insurance

### 1.0 Proposed Life Insured (PLI)

First name: \_\_\_\_\_ Middle name: \_\_\_\_\_ Last name: \_\_\_\_\_

#### Legal Residence (No P.O. Box):

Line 1: \_\_\_\_\_

Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_ Years at current address: \_\_\_\_\_

Best time to call: \_\_\_\_\_ Home phone number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Cell phone number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

☐ Male ☐ Female ☐ Married ☐ Divorced ☐ Widowed ☐ Separated ☐ Single  
Marital status: \_\_\_\_\_ Social security number: \_\_\_\_\_

Date of birth: \_\_\_\_\_ (mmm/dd/yyyy) Photo I.D. used to verify identity and birth date:

Birth state: \_\_\_\_\_ Birth country: \_\_\_\_\_ ☐ Driver's license number and state: \_\_\_\_\_

A citizen of the United States? ☐ Yes ☐ No ☐ Passport

If 'No', what is the country of citizenship? \_\_\_\_\_ ☐ Other government I.D.: \_\_\_\_\_

What is the visa type? \_\_\_\_\_ What was the date of arrival in the U.S.? \_\_\_\_\_ Document type and number.

Employed? ☐ Yes ☐ No If 'Yes', employment is: ☐ Full time ☐ Part time ☐ Seasonal \_\_\_\_\_ If seasonal, expected return to work date? (mmm/dd/yyyy)

Work phone number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Ext. \_\_\_\_\_ Years with current employer: \_\_\_\_\_ Annual income \$ \_\_\_\_\_

Occupation (include duties): \_\_\_\_\_ Net worth \$ \_\_\_\_\_

A Foresters member? ☐ No, applying for membership. ☐ Yes, certificate number(s) are: \_\_\_\_\_

### 2.0 Owner (Complete only if other than proposed life insured. If a contingent owner is to be named, use supplemental form.)

Address for owner: Line 1: \_\_\_\_\_

Line 2: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

☐ Owner is an individual.

First name: \_\_\_\_\_ Middle name: \_\_\_\_\_ Last name: \_\_\_\_\_

☐ Male ☐ Female Date of birth: \_\_\_\_\_ (mmm/dd/yyyy) Birth state: \_\_\_\_\_ Birth country: \_\_\_\_\_

Home phone number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Social security number: \_\_\_\_\_

Relation to proposed life insured: \_\_\_\_\_

Photo I.D. used to verify identity and birth date:

☐ Driver's license number and state: \_\_\_\_\_

☐ Passport ☐ Other government I.D.: \_\_\_\_\_ Document type and number.

A citizen of the United States? ☐ Yes ☐ No If 'No', what is the country of citizenship? \_\_\_\_\_

If the owner is other than an individual, it is a: ☐ Corporation ☐ Partnership ☐ Trust ☐ Other: \_\_\_\_\_

Entity/Trust name: \_\_\_\_\_

If owner is a trust: Date of trust agreement: \_\_\_\_\_ (mmm/dd/yyyy)

Name and address of trustee: \_\_\_\_\_

**3.0 Beneficiary Information.** *(Each beneficiary designation below is revocable. If, however, a beneficiary designation is to be irrevocable, insert the word "irrevocable" next to the name of that beneficiary.)*

Name of each primary beneficiary. (Include address if different from that of proposed life insured.)	Relationship to PLI	% Share
		total must
		equal 100%
Name of each contingent beneficiary. (Include address if different from that of proposed life insured.)	Relationship to PLI	% Share
		total must
		equal 100%

**4.0 Other Insurance**

Does the proposed life insured currently have life, accidental death, critical illness or disability income insurance in force? ☐ Yes ☐ No  
If 'Yes', please fill in the information below. Also include information about Foresters life insurance certificate(s).

Name of Insurer.	Life Insurance \$	Accidental Death \$	Critical Illness \$	Disability Income \$	Issue Year

Is there another life insurance application pending for the proposed life insured with Foresters or another insurer? ☐ Yes ☐ No

Will coverage be discontinued or reduced, or premium payments stopped, on existing life insurance coverage or an annuity, if the insurance applied for in this application is issued (includes military group life insurance)? ☐ Yes ☐ No

If 'Yes', complete the required, State and Foresters, replacement/rollover/surrender/disclosure forms. Include existing life insurance or annuities in the process of being lapsed or surrendered, and those completed within the past 13 months.

If 'Yes' to either of the two questions above, enter the details. \_\_\_\_\_

**5.0 Medical Information.**

Proposed life insured's:

5.1 a) Height is?        feet        inches      b) Weight is?        pounds

c) Has there been an increase or decrease of more than 10 pounds in the past year? ☐ Yes ☐ No

If 'Yes', state the reason and the amount of weight increase or decrease: \_\_\_\_\_

5.2 Primary care physician or medical practitioner is?

Name: \_\_\_\_\_ Phone number: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

5.3 a) Date of last consultation with a physician/medical practitioner was? \_\_\_\_\_  
(mmm/dd/yyyy)

b) Reason for, and result of, consultation was? \_\_\_\_\_

c) Last consultation was with primary care physician/medical practitioner named in 5.2 above? ☐ Yes ☐ No

If 'No', the last consultation was with the following physician/medical practitioner:

Name: \_\_\_\_\_ Phone number: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

## 6.0 General Information and Lifestyle, Tobacco/Nicotine & Substance Use Questions.

Does/Has/Is the proposed life insured:

- 6.1 Ever applied for life, critical illness or disability insurance and been turned down, postponed or withdrawn the application? ☐ Yes ☐ No
- 6.2 Have an application, formal inquiry or reinstatement request for life, critical illness or disability insurance pending with another insurer? ☐ Yes ☐ No
- 6.3 Ever been asked to pay a higher premium or been issued a reduced face amount? ☐ Yes ☐ No
- 6.4 An intention that a person or entity, other than the owner, will obtain a right, title or interest in a certificate issued as a result of this application (includes an intended assignment)? ☐ Yes ☐ No
- 6.5 Lived in the USA or Canada less than 2 years? ☐ Yes ☐ No
- 6.6 a) Lived outside of the USA or Canada at any time during the last 2 years? ☐ Yes ☐ No
- b) An intention to travel or reside outside of the USA or Canada within the next 12 months? If 'Yes':  
 To where? \_\_\_\_\_ When? \_\_\_\_\_  
 Why? \_\_\_\_\_ For how long? \_\_\_\_\_
- 6.7 In the past 10 years, had a driver's license suspended or revoked, or within the last 5 years had more than 2 moving violations? ☐ Yes ☐ No
- 6.8 Ever been convicted of, incarcerated for, or pled guilty or no contest to a felony or currently charged with or on probation for a crime? ☐ Yes ☐ No
- 6.9 Been placed/Currently on active duty or alert, with the Military or the Reserves? ☐ Yes ☐ No
- 6.10 In the past 12 months, piloted an aircraft or participated in hang gliding, scuba or skydiving, motorized racing, rodeo events, rock or mountain climbing or intend to participate in one or more of these or other hazardous activities or extreme sports within the next 12 months? ☐ Yes ☐ No

Provide details to all 'Yes' answers to questions 6.1 through 6.10.

Question number.	Details

6.11 Ever used tobacco or another product that contains nicotine? ☐ Yes ☐ No

If 'Yes', complete the chart below.

Type of product.	Quantity	Frequency	Number of years.	Date last used.
<input type="radio"/> Cigarettes				
<input type="radio"/> Cigars				
<input type="radio"/> Pipe				
<input type="radio"/> Chewing				
<input type="radio"/> Patch				
<input type="radio"/> Gum				
<input type="radio"/> Other				

6.12 In the past 10 years, used cannabis (marijuana), steroids or a narcotic? (Narcotic includes cocaine, barbiturates, stimulants, amphetamines, and hallucinogenic drugs, whether street or prescription.) ☐ Yes ☐ No

If 'Yes', what type(s)? \_\_\_\_\_

Amount(s) used? \_\_\_\_\_

Date(s) last used? \_\_\_\_\_

(mmm/dd/yyyy)

6.13 Received or been advised to receive treatment or counseling for alcohol or narcotic abuse or participated in a support group or program for alcohol or drug use? ☐ Yes ☐ No

('Treatment' includes the professional services of a therapist, medical practitioner, physician, medical professional or practitioner of alternative medicine and also includes a weight loss or control program.)

6.14 Consumed alcoholic beverages? ☐ Yes ☐ No

If 'Yes', provide type of drinks, number of occasions per week and the number of drinks consumed on those occasions.

\_\_\_\_\_

\_\_\_\_\_

Required  
Supple-  
mental  
Form  
Completed

## 7.0 Medical Questions

('Treatment' includes the professional services of a therapist, medical practitioner, physician, medical professional or practitioner of alternative medicine and also includes a weight loss or control program.)

Does/Has/Is the proposed life insured:

	Yes	No	Required Supple- mental Form Completed
7.1 Presently taking prescription medication? _____	<input type="radio"/>	<input type="radio"/>	
7.2 Presently under treatment? _____	<input type="radio"/>	<input type="radio"/>	
7.3 Had medication, treatment or a diagnostic test prescribed or advised that has not yet been started or completed? _____	<input type="radio"/>	<input type="radio"/>	
7.4 In the past 10 years, had an exercise ECG, echocardiogram or other ultrasound, angiography, CAT or MRI scan, biopsy, endoscope, or other special screening or diagnostic test? _____	<input type="radio"/>	<input type="radio"/>	
7.5 In the past 10 years, been diagnosed as having, or received treatment for:			
a) High blood pressure, stroke, transient ischemic attack (TIA), swelling of the ankles, shortness of breath, chest pain, pressure or discomfort, angina, aneurysm, leg pain, disorder of the arteries, heart attack or murmur, irregular heartbeat, or other disorder of the heart or circulatory system? _____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b) High levels of cholesterol or triglycerides in the blood? _____	<input type="radio"/>	<input type="radio"/>	
c) Anemia, swollen glands or other disorder of the blood or lymphatic system? _____	<input type="radio"/>	<input type="radio"/>	
d) Cancer, tumor, polyp, cyst, abscess, unexplained swelling or lumps? _____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e) Auto-immune disease or other disorder of the immune system (other than HIV)? _____	<input type="radio"/>	<input type="radio"/>	
f) Asthma, emphysema, chronic cough, sleep apnea, coughing of blood, or other disorder of the nose, throat or lungs? _____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
g) Chronic hepatitis, pancreatitis, diarrhea, indigestion, colitis, ileitis, abdominal pain, bleeding, bowel obstruction or chronic disease of the esophagus, stomach, gall bladder, pancreas, liver, or bowels? _____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
h) Chronic kidney disease, kidney stones, an incident of blood in the urine, or a disorder of the bladder, kidney, prostate gland or reproductive organs? _____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
i) A seizure, convulsion, epilepsy, paralysis, multiple sclerosis, or chronic disorder of the nervous system, brain, eyes or ears? _____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
j) Depression, anxiety, schizophrenia or other psychiatric disorder? _____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
k) Arthritis or other chronic disorder of the joints, bones, muscles, skin or connective tissues? _____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
l) Diabetes or other disease of the pancreas, thyroid, pituitary or other endocrine glands? _____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7.6 Consulted with another physician/medical practitioner, other than identified in 5.2 or 5.3, in the past 5 years? _____	<input type="radio"/>	<input type="radio"/>	
7.7 Ever tested positive for HIV (Human Immunodeficiency Virus) as part of a test for obtaining insurance? _____	<input type="radio"/>	<input type="radio"/>	
7.8 Within the past 5 years applied for or received, from any source, waiver of premiums, disability income or a critical illness benefit? _____	<input type="radio"/>	<input type="radio"/>	
7.9 Had/Have a parent and/or sibling with a history of diabetes, heart attack, angina, stroke, cancer, polycystic kidney disease, Huntington's Chorea, Alzheimer's, ALS (Amyotrophic Lateral Sclerosis) or other hereditary disorder? _____	<input type="radio"/>	<input type="radio"/>	

(If 'Yes', specify the parent and/or sibling, condition and age at onset in number 7.10). (For cancer, specify type.)

7.10	Age if living.	Age at death.	Details of condition/ Cause(s) of death.	Age if living.	Age at death.	Details of condition/ Cause(s) of death.
Father				Sibling		
Mother				Sibling		

7.11 Provide details to all 'Yes' answers to questions 7.1 through 7.8.

Question number.	Condition or disease, diagnosis as advised by attending physician, treatment, present condition.	Dates of onset/ recovery. (mmm/dd/yyyy)	Physician's name, address and phone number.

## 8.0 Billing and Payment Information.

**Payer is:** ☐ Proposed life insured ☐ Owner ☐ Other (Supplemental form required.)

**Pre-authorized check plan:** ☐ Monthly ☐ Quarterly ☐ Semi-annually ☐ Annually

**Direct Bill:** ☐ Quarterly ☐ Semi-annually ☐ Annually

It is acknowledged and agreed that Foresters may change the payment modes and/or payment methods available for premium payments after a certificate comes into effect, if issued in response to this application.

**How the pre-authorized check plan works:** Pre-authorized checking is a debit service that provides a convenient way to make payments. If elected, pre-authorized checking allows Foresters to collect payments, by making deductions from the payer's bank account electronically on pre-determined dates, eliminating the need for checks to be written or payments to be submitted by mail. The payer should confirm deductions made from their account by reviewing the financial institution's records of their account transactions as these records will be considered receipts for payments made.

### Request for Pre-Authorized Check Plan ('PAC plan')

The payer agrees, as evidenced by his or her initials below and signature in the Signature Section of this Application, that the following terms and conditions apply.

1. Foresters is authorized to draw deductions under the PAC plan from the account identified in the banking information below or another account later identified or substituted by the Payer.
2. The financial institution from which payments are to be withdrawn is authorized to treat each withdrawal by Foresters as though it was made personally by the payer.
3. Deductions will be drawn in or before the month the payment is due, however Foresters reserves the right to determine when the first deduction, if any, will be made and the amount of that deduction.
4. This PAC plan is effective immediately and will continue until terminated, which either the payer or Foresters may do at any time by written notice sent to the other specifying the termination date.
5. The PAC plan may be terminated immediately or at any time by Foresters at its sole option and discretion if a payment is not honored by the financial institution on presentation. Failure to terminate this PAC plan after a payment is not honored does not waive or prohibit Foresters right to terminate the PAC plan as set out in this authorization or prevent Foresters from terminating the PAC plan at any time.

To combine payments under this PAC plan with a currently active Foresters certificate, enter the certificate number: \_\_\_\_\_

Banking information is to be taken from: ☐ Attached void check. ☐ Check submitted with this Application.  
☐ Information supplied below (required if no check provided).

Bank account type: ☐ Checking ☐ Savings

Financial institution's name: \_\_\_\_\_

Financial institution's address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Transit number: \_\_\_\_\_ Account number: \_\_\_\_\_

Payer acknowledges that payments may be deducted from his/her bank account. \_\_\_\_\_  
(Payer's Initials.)

## 9.0 Temporary Life Insurance Agreement Acknowledgement and Questions.

### Temporary Life Insurance Agreement Acknowledgement.

Will the Temporary Life Insurance Agreement be left with the owner? ☐ Yes ☐ No

If 'No', owner acknowledges that there is no temporary life insurance coverage in effect. \_\_\_\_\_  
(Owner's Initials.)

If 'Yes', complete the rest of this section.

### Temporary Life Insurance Agreement Questions.

Has the proposed life insured:

9.1 Within the past 24 months, had either an investigation or treatment, or both, by a physician or medical practitioner for chest pain, heart problem, stroke or cancer? \_\_\_\_\_

9.2 Within the past 120 days, been admitted or been medically advised to be admitted to a hospital or other licensed health care facility (other than for childbirth)? \_\_\_\_\_

9.3 Within the past 120 days, had surgery performed or recommended, had or been medically advised to have a medical test or investigation which was refused to be undertaken, has not yet been undertaken or the results of which are still unknown? \_\_\_\_\_

☐ First payment, in the amount of \$ \_\_\_\_\_, is provided by:  
☐ Check/Bank Draft/Money Order ☐ Pre-authorized check plan (PAC) ☐ Other \_\_\_\_\_

☐ No first payment provided (TIA Agreement not left with owner). \_\_\_\_\_  
(Specify)

Yes No

☐ ☐

☐ ☐

☐ ☐



## 10.0 Agreements

**“I/Me” means individually each person identified in this Application as either the proposed life insured or the owner, and the parent/ legal guardian signing this Application if the proposed life insured is a juvenile. I, as evidenced by my signature in the Signature Section of this Application, have read, understand, agree, and declare:**

1. I have read this Application. I was asked every question that applies to me and provided the answers shown, in this Application, to these questions. The statements, answers, and representations contained in this Application are full, complete, and true. All statements made in this Application shall be representations and not warranties.
2. No person, including a producer, has the authority to waive the disclosure of full, complete and truthful information in response to each question in this Application. Such person also has no authority to write down an answer given to a question in this Application other than the answer that was provided to the producer.
3. Medical examination report(s) that may be required by Foresters shall form part of this Application. I will provide full, complete and true answers required in a medical examination report(s). This Application, Foresters Instruments of Incorporation and its Constitution now in force or subsequently enacted shall form part of the entire contract with Foresters.
4. The insurance contract that Foresters issues, if at all, as a result of this Application, is conditional on there being no change in the insurability of the proposed life insured, or a child identified in this Application, if any, between the date of this Application and the date the certificate is delivered to the owner. The insurance contract issued in response to this Application, if any, comes into effect, if at all, as described in that insurance contract. Changes or corrections made to this Application by Foresters, if any, are ratified by the owner when the insurance contract issued in response to this Application, if any, comes into effect.
5. A payment provided to Foresters is not paid to Foresters unless and until the payment is honored by the financial institution of the account from which the payment is to be drawn.
6. The answers, statements and representations contained in this Application will influence the assessment and acceptance of this Application by Foresters. Failure to disclose all material facts may result in a loss of coverage and cancellation of the insurance contract. It is understood and agreed that these declarations are used to establish the premium rate of the insurance provided, if any, and that a material misrepresentation or untrue declaration may render the insurance contract issued, if any, voidable. All facts should be shown in this Application.
7. No producer, medical examiner or any other person, except Foresters Executive Secretary or successor position, has power on behalf of Foresters to do either a) or b).
  - a) make, modify, or discharge an insurance contract; or
  - b) bind Foresters by making promise(s) regarding the future performance or benefit(s) of an insurance contract issued other than as specifically written in the insurance contract issued, if any, as a result of this Application.
8. Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
9. The terms of the temporary coverage provided, if any, are set out on pages 9 and 10 of this Application, including the pre-conditions and special limitations to temporary coverage and the amount and duration of that temporary coverage.
10. This Application is subject to and governed by the laws of the State where this Application was delivered to the owner, if an insurance contract is issued in response to this Application.
11. If the amount of a first payment submitted with this Application, by selected mode, is more than the amount of the first modal premium required for the certificate, if any, that comes into effect in response to this Application, the difference between those two amounts will be held by Foresters and applied, without interest, to the next modal premium or, at Foresters option, refunded without interest.
12. This Application, and related documents, may be sent to Foresters by electronic means, including, but not limited to, e-mail and facsimile transmission.
13. Foresters may send, to an e-mail address provided to us, if any, information about this Application, a certificate issued as a result of this Application, if any, Foresters and Foresters membership, including member benefits and events.

## 11.0 Authorization to Obtain and Disclose Information.

In this authorization, proposed life insured means the proposed life insured identified in this Application. Child means each child named, if any, and proposed for insurance, in this Application.

As evidenced by the signature(s) in the Signature Section of this Application, the proposed life insured, and owner, on their own behalf and on behalf of each child, authorizes Foresters and its reinsurers to obtain information about the proposed life insured and each child from any physician, medical practitioner, hospital, clinic, or medical facility; employer; other insurer or institution; consumer reporting agency, pharmaceutical reporting database; or Medical Information Bureau, Inc. ('MIB, Inc.').

Foresters may obtain an investigative consumer report and records or other information available as to past, current or future diagnosis, treatment and prognosis of a physical or mental condition.

Foresters may obtain past, current or future drug, physical and mental health, and alcohol-related information that may be protected by federal or state laws and regulations. As it pertains to alcohol and drug information covered by federal regulation, this may be revoked at any time by written notice to Foresters. All action taken by Foresters before written revocation will not be affected.

Foresters may make a brief report to MIB, Inc. about the proposed life insured and each child. Foresters may disclose information to its reinsurers; those who perform services for Foresters related to an application for insurance or a claim for benefits; or those companies which the proposed life insured has applied or may apply for life or health insurance, or benefits. Disclosure may be made when required or permitted by law. This authorization shall be the consent required, whether implied or express, written or oral, by applicable law(s), including Federal and state legislation and regulations regarding the collection, retention, usage and disclosure of information about or related to the proposed life insured and each child.

This authorization is valid for two and one-half years from the date of this Application. Foresters or its authorized representatives may use an original document or a copy of this authorization to obtain information. A copy of the Notice of Information Procedures has been provided to the proposed life insured. It includes the MIB, Inc. and Fair Credit Reporting Notices. A copy of this authorization will be provided upon request.

## 12.0 Signature Section.

\_\_\_\_\_  
Signature of proposed life insured (if the proposed life insured is not a juvenile).

\_\_\_\_\_  
Signature of owner (if other than proposed life insured).

\_\_\_\_\_  
Signature of parent/legal guardian (if the proposed life insured is a juvenile and the parent/legal guardian is not the owner).

\_\_\_\_\_  
Signature of payer (if other than owner or proposed life insured).

Each person signed at: \_\_\_\_\_  
(City, State)

Each person signed on: \_\_\_\_\_  
(mmm/dd/yyyy)

## Producer Certification

I certify that:

- I personally, unless otherwise indicated in the Producer Report, asked all questions as written in this Application and have recorded all answers as given to me by the proposed life insured and owner.
- I have not made or agreed to make a rebate of the premium for this insurance.
- I am not aware of undisclosed information about the health habits or lifestyle of the proposed life insured and each child which might affect insurability.
- I recommend acceptance of this Application except as qualified in Remarks.
- I have made no misrepresentation(s) about the Foresters product(s) applied for in this Application. I have made no promise(s) regarding the benefit(s) or future performance of the product(s) applied for, other than as specifically written in the specific product(s) applied for in this Application.
- I have complied with all regulatory requirements applicable to this Application.
- If applicable, I have fulfilled all State and Federal requirements regarding the solicitation and sale of life insurance to active duty members of the United States military.
- If applicable, I have disclosed that this Application will be transmitted to Foresters by electronic means and that this original Application will be destroyed after successful transmission has been confirmed.
- This Application has not been altered in any way after the proposed life insured and owner, if other than the proposed life insured, signed it.

Will the certificate applied for be a replacement for or change existing insurance or an annuity? ☐ Yes ☐ No

Producer: \_\_\_\_\_  
Print full name.

\_\_\_\_\_  
Signature.

\_\_\_\_\_  
Producer number.

Signed at: \_\_\_\_\_  
(City, State)

Signed on: \_\_\_\_\_  
(mmm/dd/yyyy)

## 13.0 Notice of Information Procedures.

**This page must be given to the proposed life insured.**

For purposes of this Notice the following words and phrases are defined. The word "Application" means the Application for Individual Life Insurance to which this Notice relates. "Producer" means the licensed individual who signed that Application as the producer. "We", "our", and "us" mean The Independent Order of Foresters. "You" and "your" mean individually the proposed life insured, and each child, if any, identified in that Application.

### Privacy

Personal information we obtain about you is confidential. As permitted by privacy laws, we may disclose information without further authorization. This includes disclosure to consumer reporting agencies hired to prepare investigative reports and insurance companies to which you have applied for coverage or benefits. It also includes those providing services for us and those conducting bona fide actuarial, marketing or scientific studies or audits. We may also disclose information to your physician and The Medical Information Bureau ('MIB, Inc.'). Upon written request to us, we will give you more information about these procedures.

You can make a written request to review personal information about you in our certificate file. However, we will not disclose information to you that was prepared for an anticipated claim or civil or criminal proceeding. You may request a correction, amendment or deletion of the information in our files which you believe to be inaccurate or irrelevant. Upon written request, we will provide you with further information about these procedures.

### Medical and Personal Information

The Underwriting process evaluates information about you to see if you qualify for the insurance you requested. The information we review may vary with the insurance applied for. We consider information about you such as your age, occupation, and health. We also consider your mode of living, avocation and other personal information.

The answers in this Application are our principal source of information. We may contact other people or institutions personally, by phone or by letter, to confirm or add to the information provided in this Application. For example, we may obtain information from a doctor, clinic, hospital, other insurers, or a lending institution. In some cases, a producer or other Foresters representative may obtain information for us. A medical examination or laboratory tests may be requested.

In some cases, we may ask an independent agency to prepare a consumer report or an investigative consumer report about you. These reports may include information on your character and general reputation. It may also include personal characteristics, such as health, finances, job, and mode of living. Information obtained by the agency may be kept in its file and later given to others who have a business need for it.

### The Medical Information Bureau (MIB, Inc.)

MIB, Inc. is a non-profit organization of member life insurers which has an information exchange for its members. Information that is sent to MIB, Inc. by one member may be given to other

members who have a business need for it. MIB, Inc. may provide us or our reinsurers with a brief report about you.

Upon your written request, MIB, Inc. will arrange for disclosure of information it may have in its file about you. If you question the accuracy of MIB, Inc.'s information, you may request a correction according to the procedures in the Federal Fair Credit Reporting Act. Send these requests to  
MIB, Inc.  
PO Box 105, Essex Station, Boston, Massachusetts 02112.  
Their phone number is 866 692 6901.

If we order an investigative consumer report, it may include information obtained through interviews with your neighbors, friends or others you know. You may request a personal interview with the agency and they will make a reasonable attempt to talk to you. It will include that information in its report. The Federal Fair Credit Reporting Act gives you the right to make a written request, within a reasonable period of time, to receive additional information from Foresters about the nature and scope of an investigation, if one is made. We will provide the name, address, and phone number of any agency we ask to prepare such a report. You may contact the agency directly to learn about the contents of the report. You may also request a copy of the report. No adverse underwriting decision will be made based upon an individual's implied or confirmed sexual orientation or an individual's concern about or consultation for AIDS information.

We hope this notice helps explain our underwriting process. If you have additional questions, discuss them with your producer or contact us directly. Write to:

Foresters, Chief Underwriter  
789 Don Mills Road  
Toronto, Canada M3C 1T9

US Mailing Address  
PO Box 179  
Buffalo, NY 14201-0179

Producer name \_\_\_\_\_

Office phone number \_\_\_\_\_

## 14.0 Temporary Life Insurance Agreement *(To be completed and left with the owner if all pre-conditions are met.)*

### Definitions.

For purposes of this Temporary Life Insurance Agreement ("Agreement"): "Application" means the Application for Individual Life Insurance of which this Agreement forms a part. "Producer" means the licensed individual who signed the Application as the producer. "Proposed Life Insured" means the person identified as the proposed life insured in the Application. "Owner" is identified in the "Owner" section of the Application.

### Pre-Conditions to Temporary Coverage.

Subject to the terms of this Agreement, Foresters agrees to provide the temporary coverage set out in this Agreement, effective on the date the Application is signed by the owner, if each of the following pre-conditions are met:

1. The proposed life insured is not age 71 or older on the date the Application is signed by the owner.
2. No more than \$1,000,000 insurance coverage on the life of the proposed life insured is applied for in the Application, calculated by including the amount of the benefit applied for under a rider (except common carrier accidental death coverage if any) payable in the event of death of the proposed life insured.
3. All questions in this Agreement are answered 'No' and the 'No' answers shown to the questions in this Agreement are truthful.
4. No later than the date the Application is signed by the owner, a first payment, in an amount equal to at least a monthly premium for the insurance applied for in the Application, is provided.

If either one or more of the above pre-conditions are not met, no temporary coverage takes effect under this Agreement even if the Agreement was left with the owner.

### Temporary Life Insurance Agreement Questions.

Has the proposed life insured:

1. Within the past 24 months, had either an investigation or treatment, or both, by a physician or medical practitioner for chest pain, heart problem, stroke or cancer? \_\_\_\_\_
  2. Within the past 120 days, been admitted or been medically advised to be admitted to a hospital or other licensed health care facility (other than for childbirth)? \_\_\_\_\_
  3. Within the past 120 days, had surgery performed or recommended, had or been medically advised to have a medical test or investigation which was refused to be undertaken, has not yet been undertaken or the results of which are still unknown? \_\_\_\_\_
- ☐ First payment, in the amount of \$ \_\_\_\_\_, is provided by:
- ☐ Check/Bank Draft/Money Order   ☐ Pre-authorized check plan (PAC)   ☐ Other \_\_\_\_\_ (Specify)
- ☐ No first payment provided (TIA Agreement not left with owner).

Yes	No
<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>

### Amount of Temporary Coverage.

Subject to the terms of this Agreement, if all of the above pre-conditions are met and the proposed life insured dies while this Agreement is in effect, Foresters shall pay, to the beneficiary(ies), as shown in the Application, under this and all other Foresters temporary life insurance agreement(s) insuring the life of the proposed life insured, the lesser of:

1. The amount of insurance applied for in the Application on the life of the deceased proposed life insured, including the amount payable for the death of the proposed life insured under a rider applied for (except common carrier accidental death coverage if any); or
2. \$500,000.

### Termination of Temporary Coverage.

Subject to the terms of this Agreement, if temporary coverage takes effect under this Agreement, temporary coverage will terminate, and shall be of no further force or effect, on the earliest of the following:

1. Ninety (90) days from the date shown in the Application as the date that the Application was signed by the owner. That date shall be the first day for purposes of calculating this ninety (90) day period.
2. The date an approved Foresters certificate on the life of the proposed life insured takes effect as described in that certificate, if a certificate is issued in response to the Application.
3. The date Foresters offers, as shown in Foresters records, the owner a Foresters certificate in response to, but not as applied for in, the Application.
4. The date a written or oral request to withdraw the Application is made by or on behalf of the proposed life insured or the owner.
5. The date a written or oral request to terminate this Agreement is made by or on behalf of the proposed life insured or the owner.
6. The date written notice is sent by Foresters, as shown in Foresters records, to the proposed life insured or the owner, terminating this Agreement.
7. The date written notice is sent by Foresters, as shown in Foresters records, to the proposed life insured or the owner, declining the Application.

**Special Limitations**

1. Fraud, material misrepresentation or non-disclosure in the Application will void this Agreement and limit Foresters liability to a refund of payment(s) made to Foresters.
2. This Agreement shall be void if the first payment, regardless of method, is not honored when presented for payment.
3. If the proposed life insured dies by suicide, whether sane or insane, Foresters liability under this Agreement is limited to a refund of the payment(s) made to Foresters.

**Payment to Foresters**

If a check, bank draft or money order is provided with the Application, it must be made payable to Foresters. Do not make the payee the producer or leave the payee blank.

**Entire Agreement**

This Agreement contains the entire terms regarding temporary coverage. No one, including the producer signing in the Signature Section of the Application, is authorized to waive, modify or change in writing, orally, or otherwise the terms of this Agreement or to promise or represent the terms of this Agreement other than as expressly written in this Agreement.

**Governing Law**

This Agreement shall be governed by and subject to the laws of the State in which this Agreement was delivered to the owner.

**Acknowledgement**

I, the proposed life insured and owner, if other than the proposed life insured, by signing in the Signature Section of this Application, acknowledge and agree that I have reviewed, understand and accept the terms of this Temporary Life Insurance Agreement, including the pre-conditions and special limitations to temporary coverage and the amount and termination of temporary coverage.

Countersigned



George Mohacsi  
President & Chief Executive Officer

# The Independent Order Of Foresters

## Statement of Variability

### UL-BIG–US01-2008

#### Page 1

1. Company head office, US mailing office and telephone number are bracketed to allow for change if company moves or changes phone number.
2. Insured, Owner, Issue Date, Certificate Number and Branch Number are “John Doe” information and will vary by individual insured.
3. Marketing name “Foresters BIG Universal Life” is bracketed in case marketing name changes.
4. Right to examine period is bracketed so it can be updated if the state changes its normal free look period, and for when application is issued in a replacement situation. In replacement situations, the right to examine and cancel will be extended to the period required by state law. For the normal free look and for replacement situations, this number will always be set at what is required by your state’s law.
5. Company officer signatures and titles are bracketed to denote variability.

#### Pages 2-3

6. Marketing name “Foresters BIG Universal Life” is bracketed in case marketing name changes.
7. Page numbers in table of contents and bottom of all pages are bracketed as pages may change based on number of riders issued.
8. Telephone number is bracketed to allow for change if company moves or changes phone number.

#### Page 4

9. Insured, Owner, Issue Age and Sex of Insured, Certificate Number, Branch Number and Issue Date are “John Doe” information and will vary by individual insured.
10. Face Amount will vary as elected by owner subject to Company’s business rules at the time of issue. Current minimum is \$50,000.  
Insurance Class will show one of the following: Juvenile, Tobacco, Tobacco Plus, Non-Tobacco, Non-Tobacco Plus, Preferred Non Tobacco and Preferred Plus Non Tobacco
11. Rating Class: will be “Standard” or “Special”.
12. Marketing name “Foresters BIG Universal Life” is bracketed in case marketing name changes.
13. Flexible Premium Universal Life Insurance
  - a) Planned Premium, No-Lapse Guarantee Premium and Minimum Premium will be based on the individual insured’s information and coverage amounts issued. Planned premium is elected by the owner.
  - b) Premium Modes available are Monthly, Quarterly, Semiannual or Annual and will be elected by the owner.
  - c) Minimum Premium Payment Period: Currently will be 5 years for all insureds. Bracketed to allow for change at a later date (subject to state approval and rules, if needed). Then, if Company re-prices, they could change for new issues only.
  - d) Premium Expense Charge: Currently 7.00% for all issues. Bracketed to allow for change at a later date (subject to state approval and rules, if needed). Then, if Company re-prices, they could change for new issues only.

14. Interest Rates - Guaranteed Minimum Interest Rate: Currently 3% for all issues. Bracketed to allow for change at a later date (subject to state approval and rules, if needed). Then, if Company re-prices, they could change for new issues only.
15. Monthly Deductions
  - a) Face Amount Factor: Varies by individual insured's issue age.
  - b) Paragraph beginning "Based upon the guaranteed interest rate. . ." will show or not show depending upon whether or not the planned premium is less than the No-Lapse Guarantee Premium. If the planned premium equals or is greater than the No-Lapse Guarantee Premium, there is no maturity date and the statement would not be applicable. Bracketed date within the statement will indicate maturity date.

Page 5

16. Table of Maximum Cost of Insurance Rates per \$1,000 will vary based on individual insured information such as issue age, gender, insurance class, face amount, and substandard ratings if any.

Page 6

17. Surrender Charges: Surrender Factor will vary based on individual insured's information such as issue age, gender, face amount and insurance class.

Page 7

18. Primary Tracking Amount and Secondary Tracking Amount may vary based on individual insured's information such as issue age, gender, insurance class, face amount, substandard ratings, etc.
19. Primary Accumulation Factor and Secondary Accumulation Factor may vary based on individual insured's information such as issue age, gender, insurance class, face amount, substandard ratings, etc.
20. Certificate Monthly Continuation Rates may vary based on individual insured's information such as issue age, gender, insurance class, face amount, substandard ratings, etc.

Pages 8-9 Rider Information will vary based upon the riders elected by the owner. Any information regarding riders not purchased will be deleted.

21. Common Carrier Accidental Death Benefit Rider
  - a) Benefit Amount: Will vary based upon the base face amount elected by the owner and will be lesser of the Maximum Accidental Death Amount (currently \$300,000) or 200% of the base face amount elected.
  - b) Maximum Accidental Death Amount: Currently \$300,000 for all insureds. Bracketed to allow for change at a later date (subject to state approval and rules, if needed). Then, if Company re-prices, they could change for new issues only.
  - c) Expiry Date: Will be the certificate anniversary when the insured is age 85 based on the contract's age definition.
  - d) Continuation No-Lapse Guarantee Information for this Rider:  
Primary Accumulation Factor and Secondary Accumulation Factors may vary based on individual insured's information such as issue age, gender, insurance class, face amount, substandard ratings, etc.
22. Death Benefit Enhancement Rider
  - a) Benefit Amount: Will vary based upon the base face amount elected by the owner and will be equal to the base face amount elected, subject to Company's business rules at that time. Current maximum is \$1,000,000.
  - b) Expiry Date: Will be the earlier of 15 years from the issue date and the certificate anniversary that the insured is age 66 based on the contract's age definition.
  - c) Continuation No-Lapse Guarantee Information for this Rider:  
Primary Accumulation Factor and Secondary Accumulation Factors may vary based on individual insured's information such as issue age, gender, insurance class, face amount, substandard ratings, etc.

23. Family Health Benefit Rider:
- a) Maximum Family Benefit Amount: Currently will be \$5,000 for all issues. Bracketed to allow for change at a later date (subject to state approval and rules, if needed). Then, if Company re-prices, they could change for new issues only.
  - b) Expiry Date: Will be the certificate anniversary when the insured is age 85 based on the contract's age definition.
  - c) Ambulance Transportation: Currently benefit will be \$50.00 for all issues. Bracketed to allow for change at a later date (subject to state approval and rules, if needed). Then, if Company re-prices, they could change for new issues only.
  - d) Hospital Emergency Room Examination: Currently benefit will be \$100.00 for all issues. Bracketed to allow for change at a later date (subject to state approval and rules, if needed). Then, if Company re-prices, they could change for new issues only.
  - e) Hospital Stay: Currently benefit will be \$100.00 for all issues. Bracketed to allow for change at a later date (subject to state approval and rules, if needed). Then, if Company re-prices, they could change for new issues only.
  - f) Continuation No-Lapse Guarantee Information for this Rider: Primary Accumulation Factor and Secondary Accumulation Factors may vary based on individual insured's information such as issue age, gender, insurance class, face amount, substandard ratings, etc.
24. Waiver of Specified Premium
- a) Benefit Amount: Will equal the Planned Premium, as elected by insured, subject to a maximum of 1.5 times the minimum premium.
  - b) Expiry Date: Will be the certificate anniversary when the insured is age 60 based on the contract's age definition.
  - c) Initial Monthly Rider Deduction and Table of Monthly Rates per \$1,000: May vary based on individual insured's information such as issue age, gender, insurance class, benefit amount, substandard ratings, etc.
  - d) Continuation Value No-Lapse Guarantee Information for this Rider:
    - i. Primary Tracking Amount and Secondary Tracking Amount may vary based on individual insured's information such as issue age, gender, insurance class, benefit amount, substandard ratings, etc.
    - ii. Monthly Continuation Rates may vary based on individual insured's information such as issue age, gender, insurance class, benefit amount, substandard ratings, etc.
    - iii. Primary Accumulation Factor and Secondary Accumulation Factors may vary based on individual insured's information such as issue age, gender, insurance class, face amount, substandard ratings, etc.

Page 27

25. Company head office and US mailing office are bracketed to allow for change if company moves or changes phone number.

Page 29

26. Company head office, US mailing office and telephone number are bracketed to allow for change if company moves or changes phone number.
27. Marketing name "Foresters BIG Universal Life" is bracketed in case marketing name changes.



<i>SERFF Tracking Number:</i>	<i>FRCS-125833046</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Independent Order of Foresters</i>	<i>State Tracking Number:</i>	<i>40366</i>
<i>Company Tracking Number:</i>	<i>5062</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
	<i>Adjustable Life</i>		
<i>Product Name:</i>	<i>Foresters BIG Universal Life</i>		
<i>Project Name/Number:</i>	<i>FORESTERS/62/62</i>		

## Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

<b>Original Date:</b>	<b>Schedule</b>	<b>Document Name</b>	<b>Replaced Date</b>	<b>Attach Document</b>
No original date	Form	Common Carrier Accidental Death Benefit Rider	09/25/2008	UL-CCADR-AR01-2008.pdf

# **The Independent Order Of Foresters ('Foresters')**

## **Common Carrier Accidental Death Rider**

If this rider was attached to a certificate when it was delivered to you, certificate means that certificate. The benefit amount, on the day this rider comes into effect, maximum accidental death amount and expiry date for this rider are shown in the *Certificate Data Pages*.

If this rider was not attached to a certificate when it was delivered to you, certificate means the certificate with the certificate number referred to in the notification that we sent you with this rider. The benefit amount, on the day this rider comes into effect, maximum accidental death amount and expiry date for this rider are shown in that notification.

This rider consists of this page and each following page attached up to the page which states "This is the last page of this Common Carrier Accidental Death Rider".

Unless amended by this rider, certificate provisions and definitions apply to this rider.

### **DEFINITIONS**

For purposes of this rider:

*Common carrier* means a motorized vehicle if, at the time of the accidental bodily injury for which the benefit is claimed, that vehicle meets each of the following:

- Is being operated by a business organized and licensed to transport fare-paying passengers.
- Is being piloted, driven or captained by a person who is then licensed to pilot, drive or captain that vehicle, to transport fare-paying passengers.
- Is transporting fare-paying passengers on regularly scheduled routes, from one location to arrive and exit at a different location.

Common carrier will not include:

- A taxi.
- A limousine.
- A cruise ship, if the cruise is more than 12 hours.
- A sightseeing vehicle.
- A vehicle hired or used for a sport, contest or recreational activity, even if the vehicle is licensed and a fare is paid.

*Fare-paying* means the payment of money, by any mode, by, or on behalf of, a person, specifically for the purpose of that person riding the common carrier from one location to arrive and exit at a different location. Fare-paying does not include courtesy, gratuitous or shuttle transportation.

*Riding* means:

- Physically aboard the common carrier, or
- Entering or exiting the common carrier, but only while on the ramp or steps attached to, and physically part of, the common carrier and used solely for the purposes of entering and exiting the common carrier.

## **When This Rider Comes Into Effect**

This rider comes into effect on the same day as the certificate if the rider was attached to the certificate at the time of certificate delivery.

If this rider was not attached to the certificate at that time, this rider comes into effect on the date that we approve, as shown in our records, the addition of this rider to the certificate, if the insurability of the insured has not changed between the date of the application for this rider and the date of that approval.

## **End of Rider**

This rider ends on the earliest of the following dates:

- The expiry date for this rider.
- The day the certificate is no longer in effect as described in the certificate.

When this rider ends, it is no longer in effect, which means that our liability ends and therefore no benefit would be paid.

## **Monthly Rider Deductions**

There are no monthly rider deductions for this rider.

## **Benefit**

Subject to the provisions of the entire contract, we will pay the amount of the benefit if the accidental death of the insured occurs while both the certificate and this rider are in effect, subject to submission of satisfactory proof of each of the following:

- The accidental death is caused by an accidental bodily injury, directly and independently from all other causes.
- This accidental bodily injury occurs while the insured is riding as a fare-paying passenger on a common carrier.
- Accidental death occurs within 90 days of this accidental bodily injury.

This benefit will be paid as described in the *Payment to Beneficiary* provision.

## **Amount of the Benefit**

The amount of the benefit will be the benefit amount on the date of death, unless the total accidental death benefit amount exceeds the maximum accidental death amount. If it does, the amount of the benefit under this rider will be reduced to the amount that is required so that the total accidental death benefit amount equals the maximum accidental death amount.

The total accidental death benefit amount is the sum of the benefit amount under this rider plus the amount(s) payable under other insurance issued by us, if any, that specifically provides for payment due to the accidental death of the insured.

If there is in effect on the insured's date of death other insurance issued by us that specifically provides for payment due to the accidental death of the insured, the amount of the benefit payable under this rider shall be calculated and paid after:

- First, payment of the benefit payable under the other insurance without a common carrier requirement, whether issued before or after the issue date of this rider.
- Second, payment of the benefit payable under the other insurance with a common carrier requirement, issued prior to the issue date of this rider.

The amount of the benefit under this rider will be zero if the total of the amount(s) payable under the first and second above exceeds the maximum accidental death amount.

## **Excluded Risks**

We will not pay the benefit if the insured's death results directly or indirectly from any of the following:

- Suicide.
- War or act of war, whether declared or undeclared.
- Disease or infirmity, of mind or body, or medical or surgical treatment therefore.
- Infection, other than septic infection occurring through and at the time of accidental cut or wound.
- Committing or attempting to commit an assault or an illegal act.
- Stroke or cerebrovascular accident or event, cardiovascular accident or event, myocardial infarction or heart attack, coronary thrombosis, or aneurysm, even if the proximate or precipitating cause is an accidental bodily injury.
- An accidental bodily injury that is sustained or contracted in consequence of the insured being under the influence of a drug, narcotic, barbiturate or sedative, unless a beneficiary can prove, to our satisfaction, it was consumed by the insured at the frequency and dosage instructed or prescribed by a licensed physician.
- An accidental bodily injury that is sustained or contracted in consequence of the insured's alcohol intoxication. Intoxication will mean a blood alcohol level that is prescribed, by the law of the state governing this rider, as an offence for the operation of a motor vehicle.

No benefit will be paid if the insured is riding the common carrier for any of the following purposes:

- To perform duties in relation to that common carrier. This includes duties related to:
  - the operation or maintenance of that common carrier, or
  - the care, assistance or entertainment of the passengers of that common carrier.
- To give or receive training about or related to the common carrier.

- Transportation as a member, and on behalf of, the armed forces if the common carrier is being operated by the armed forces.

## **Contestability**

We may contest the validity of this rider at any time before payment of a benefit under this rider.

If this rider is reinstated, we may contest the reinstatement at any time before payment of a benefit under this rider.

When we contest, we will not pay the benefit.


### **The Independent Order Of Foresters ('Foresters')**

has issued this rider as an attachment to the certificate.

Head Office: [789 Don Mills Road, Toronto, Ontario M3C 1T9]  
U.S. Mailing Address: [P.O. Box 179, Buffalo, New York 14201-0179]  
[1-800-828-1540]

[  ]

Executive Secretary

[  ]

International Fraternal President

This is the last page of this Common Carrier Accidental Death Rider.